

The complaint

Mr M complains that Cabot Credit Management Group Limited trading as Cabot Financial (Europe) Limited (Cabot) have harassed and intimidated him over a debt that he doesn't recognise.

What happened

I set out the background to this complaint and my initial findings in my provisional decision dated 10 March 2025 (below).

The complaint

Mr M complains that Cabot Credit Management Group Limited trading as Cabot Financial (Europe) Limited (Cabot) have harassed and intimidated him over a debt that he doesn't recognise.

What happened

This complaint concerns a debt that was brought about from a credit card account Mr M says he doesn't recognise.

The account was opened on 11 April 2019, in Mr M's name at his current address, with a firm I'll refer to as N. The account was maintained for some time until June 2020 when it was terminated by N as the monthly contractual payments had not been being met.

N sold the account to a debt purchaser (DP) on 21 August 2020. DP appointed Cabot to service the account and a Notice of Assignment letter (NoA) was sent to Mr M letting him know this had happened.

Between September 2020 and April 2021, Cabot tried to contact Mr M by both post and phone so they could agree a payment arrangement with him. As they weren't able to establish contact they instructed a solicitors (S) to try to recover the debt.

S began litigation action. At this point Mr M engaged and disputed the debt. He raised various arguments, and the case was paused while documents were collected to be provided to the court. When the documents were provided there was a dispute from Mr M about the validity of them as the date spending began on the account seemed to predate the date showing on credit agreement (CCA). The case was paused again while this was looked into. The case was later dismissed – this was because the court had given both parties a seven-day notice period to respond and neither party did.

The following day S lodged a second case with the court – this was also paused and later dismissed following a period of no engagement from S.

Mr C made a complaint to Cabot about various issues which I've summarised in my own words below:

- Cabot had harassed him over a two-year period.
- The dates on the CCA were incorrect and so didn't appear to be valid.
- The demand for payment from S was sent anonymously and he found this to be frightening.
- Various other points about the actions of S.

Cabot didn't uphold Mr M's complaint – in summary they said:

- they were sorry if he had felt harassed by their contact, but they had a duty to keep their customers up to date about the status of their accounts.
- N had confirmed the date of the account opening and had said the account was opened online and that N believed Mr M had input the incorrect date.
- The amount Cabot were attempting to claim had risen due to legal fees being added to the account which they are entitled to do.
- Any complaints about S would need to be directed to them directly and Cabot had passed Mr M's concerns on.

Mr M was unhappy with this and referred his complaint to this service, in this complaint he raised the same issues, but with two additions firstly, Cabot had accused him of fraud when they said he changed the dates on CCA. Secondly, Cabot didn't address all of his complaint points. Our investigator didn't uphold his complaint. I've summarised their reasons below.

- The actions of S aren't something this service can look into.
- Proving the debt is valid, owing and belongs to Mr M is the responsibility of DP and so this couldn't be considered in this complaint.
- Complaint handling in isolation isn't something that we can look at, but they were satisfied that Cabot had answered the points they were responsible for and had gathered information from N to answer Mr M's point about the date of the CCA. And they had also passed his concerns about S to S to deal with.
- They didn't think Cabot's contact was unreasonable in terms or would amount to harassment.
- They didn't feel Cabot had accused Mr M of fraud they had just repeated the response they received from N in regard to the CCA dates. The investigator gave a further explanation that it seemed the discrepancy in the dates could be because the date appeared to be in U.S format – with the day and month switched.

Mr M didn't agree with the investigators findings and asked for an Ombudsman to consider the case. Across various emails he made the following points:

- Cabot never tried to contact him at any time prior to S beginning court action.
- The investigator relied on false statements from S when making findings about the date on the CCA.

- He wanted evidence to support the date was in US format.
- He maintained that he didn't recognise the debt

The matter has now been passed to me to decide.

What I've provisionally decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. Both Cabot and Mr M have sent this service a lot of information for me to consider during the course of this complaint. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I'm aware our Investigator said there were elements of this complaint that Cabot weren't responsible for. But, in my view by appointing a regulated debt servicer, DP passes on responsibility for all actions under Article 60B(2) to Link. So, I'll be taking the approach that Cabot is responsible for the activity of exercising the lender's – in others words the owner of the debt (DP) – rights and duties under a regulated credit agreement. So, I'll be considering these elements against Cabot.

Having said that I will not be looking at the actions of S – as these are not the responsibility of Cabot. And even if I wanted to, I don't have the power to as debt collection by a solicitor doesn't fall under the remit of this service. – I can see that the investigator explained this to Mr M in her findings and I haven't seen any argument against this and so I'll move on to what I can consider.

CCA dates

Mr M has been very passionate in his arguments about the date discrepancy on the CCA. The date is displayed on the CCA as 4/10/2019. Which in UK standard format would be read as 4 October 2019. Spending began on the account on 19 April 2019. So understandably Mr M was concerned that this meant spending began before the agreement was in place.

N has confirmed the account actually opened on 11 April 2019 and made a statement to Cabot saying:

"This was an online application, and we believe the customer has added the wrong date. The account was opened on 11 April 2019, however the agreement date on the agreement is 4 October 2019".

S made a statement saying they thought the date might have been entered using the US format. If we follow that through it would be 4/10/2019 – and would read across as 4 October 2019 in standard UK format.

I've thought about all of this carefully. And I don't think I need to make a finding about the discrepancy as this forms part of the original application and so is the

responsibility of the original creditor – N - to make sure the date is showing correctly on the agreement.

However what I have considered is what Cabot did when Mr M raised the discrepancy. I can see they referred it to N and provided Mr M with the answer N gave them. This is what I'd expect.

I don't agree that when Cabot relayed this information to Mr M, that they were accusing him of fraud or changing the dates on a document, they were just passing on what N had said. If Mr M remains unhappy with the date issue or N's comments, he can take it up with them directly if he wants to.

Harassment

Mr M has said that Cabot has harassed him over a two-year period. I can't make a finding on harassment as that is a criminal act – so only a court could make a finding on this. But what I can consider is the type of contact Cabot has made and if I think it has done this fairly and reasonably.

I've looked at the contact Cabot has made or attempted to make with Mr M since they were appointed as the debt servicer on this account.

I can see that between 23 September 2020 and 7 April 2021, they wrote to him a total of five times, and they attempted to call him around 85 times. While on the face of it 85 calls may seem a lot, this spanned 196 days and Mr M didn't answer any of those calls. So, I don't think the amount was excessive.

Their last letter to Mr M was on 16 April 2021 which explained the account had now been passed over to S.

I've also thought about if Cabot had a legitimate reason to be contacting Mr M and I am satisfied they did. I say this because they bought the account from N in good faith. The account is in Mr M's name and at his home address. The account has an outstanding balance which Cabot believe to be true and accurate and so until there is a payment agreement in place, they have a legitimate reason to be contacting Mr M.

Mr M has maintained that he doesn't recognise the account. But from what I've seen I see no reason why Cabot would doubt the account belongs to him – it was opened in his name, at his current home address. They have shown statements were sent to that address and payments were made on time for a number of months, before the account was defaulted and sold to them – in my opinion this would be highly unusual activity if the account had been fraudulently opened. I'm also satisfied that Mr M has seen all of the paperwork that Cabot would need to provide to prove the debt, as he has referenced them in his complaint to our service – documents such as the CCA and statements.

So, I think it is reasonable for Cabot to be contacting Mr M in regard to this account.

I've also thought about what Mr M said - that Cabot had never tried to contact him prior to S getting in contact with him. And based on this I can only find that if he didn't receive the letters or he didn't know they were calling him then any contact they did attempt couldn't have been distressing to him.

Bringing all of this together, I don't believe that Cabot has acted unfairly towards Mr M when dealing with the account, he says isn't his, and so I won't be asking them to

do anything differently here.

I know that this outcome will be disappointing to Mr M, and I recognise his strength of feeling about this account. So I would like to point out other options he has. If Mr M remains concerned about the discrepancy of the dates on the CCA – he can contact N directly and ask them for an explanation. If he still believes the account isn't his and somebody else opened it, this is also something he can ask N to look into.

Turning to the actions of S, my understanding is that Cabot forwarded Mr M's concerns about their actions to them, if Mr M hasn't received a response from S he can complain to them directly and they will be able to direct him on how he can take his complaint about them further if he wishes to do so.

My provisional decision

For the reasons set out above my provisional decision is that I do not uphold Mr M's complaint about Cabot Credit Management Group Limited trading as Cabot Financial (Europe) Limited.

I invited both parties to respond by the 24 March 2025, with any further comments or arguments they thought were relevant and wanted me to consider.

Cabot responded and accepted my findings.

Mr M asked for a two-week extension which was granted. When this expired he asked for a further four weeks, this wasn't agreed but a second two week extension was granted. This allowed Mr M until 24 April 2025 to provide any further information. Mr M didn't acknowledge the extension and made no further representations.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As neither party has made any further representations, I see no reason to depart from my provisional decision not to uphold the complaint for all of the reasons already explained.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 May 2025.

Amber Mortimer
Ombudsman