

The complaint

Ms S complains Cabot Credit Management Group Limited trading as Cabot Financial (Europe) Limited don't have a contract to ask her to repay accounts they're contacting her about.

What happened

Ms S has three accounts which Cabot are currently responsible for servicing. She's complained about all of them, saying Cabot haven't given her a copy of the contract she signed to allow them to collect her debt – nor have they provided the Deed of Novation. She says that she first asked 20 May 2022, so Cabot and their agents have had long enough to find this now.

Cabot said when the Notice of Assignments (NOA) were sent this gave them legal authority to ask Ms S to repay the debts – so they wouldn't be providing the Deed of Assignment (DOA). The NOAs showed a different company had acquired the debts – but that company was then acquired by the Cabot group in 2014. So, for simplicity, I've just referred to Cabot in this decision.

Typically, a DOA is the contract that'll have been signed between the original lender and the debt purchaser – so I'm going to interpret Ms S' comments about the Deed of Novation as Cabot not providing the DOA.

Unhappy with Cabot's response Ms S asked us to look into things.

We decided one of the accounts wasn't something we could consider under the rules we have to apply – but we could consider the remaining two accounts.

When our Investigator did so, she found Cabot weren't doing anything wrong in asking Ms S to repay the debts as they did have authority to do so.

Ms S didn't accept this, saying they have to provide the information. So, the complaint's been passed to me to decide.

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.

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. I say this as I'm aware I've summarised Ms S' complaint in less detail than she has. If I've not reflected something that's been said 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 I think it's relevant to the crux of the complaint.

The two accounts in question were ones both originally with a company I'll call Y. One credit card account, and one loan account. These accounts were sold by Y to another company I'll refer to as M, and M was bought by Cabot in February 2014.

Cabot say as a result of that purchase, they became responsible for the accounts and are entitled to ask Ms S to pay them.

Ms S says without a copy of the contract and DOA, they're not entitled to ask her to pay these accounts.

In respect of the contracts for Y, Cabot have said they don't have a copy of them. Given these accounts were opened in 1998 and 2006 I don't find this surprising.

Cabot have provided evidence from a debt counselling service from January 2012 which they say included these debts. On the paperwork, I can see debts in Ms S' name although the account numbers don't match with the NOAs sent by Y and M when transferring the accounts.

The purpose of a debt counselling service is to capture all of your debt, and repay it in a sustainable way. Ms S' debts would have still been outstanding in 2012 so I'd expect them to have been included in the debt counselling service's letter. I'm also aware different companies may have different account numbers / references for what is the same account. Bringing this together, I think it's more likely than not the accounts recorded in Ms S' name for M are the same accounts Cabot are asking Ms S to repay.

Taking all of this into account, I think it's fair to say the inability to provide a copy of the contract shouldn't mean the debt isn't repayable. But, I need to address Ms S' concerns about the lack of DOA as well.

I'm aware there are some court cases which other consumers said a consumer is entitled to see the DOA – and there are other court cases which businesses say a consumer isn't entitled to see the DOA.

Ms S believes she's entitled to the DOA – and if that were the case then I'd expect all court cases to have reached the same conclusion – which they don't seem to have.

I'd also expect debt purchasers to have sought legal advice on this point as it's one that comes up regularly, and it seems likely to me debt purchasers wouldn't continue to deny their customers access to this document if the law said they were required in every case to provide it.

In addition, the FCA sets out what's expected of financial businesses in the Consumer Credit Sourcebook (CONC) rules. CONC 6.5.2 says:

(1) Where rights of a lender under a regulated credit agreement are assigned to a firm, that firm must arrange for notice of the assignment to be given to the customer:

(a) as soon as reasonably possible; or

(b) if, after the assignment, the arrangements for servicing the credit under the agreement do not change as far as the customer is concerned, on or before the first occasion they do.

[Note: section 82A of CCA]

(2) Paragraph (1) does not apply to an agreement secured on land.

(3) A firm may assign the rights of a lender under a regulated credit agreement to a third party only if:

(a) the third party is a firm; or

(b) where the third party does not require authorisation, the firm has an agreement with the third party which requires the third party to arrange for a notice of assignment in accordance with (1).

Given all of the above information, I'm not satisfied Ms S' request for the DOA is one Cabot are required to fulfil. So, I don't require them to provide the DOA to Ms S. For completeness, for the same reasons I wouldn't expect Cabot to provide a Deed of Novation – if there is one – to Ms S either.

I've seen a copy of the NOAs for the two accounts. These are standard documents when a debt is sold from one owner to another. There isn't anything obviously wrong with the NOAs, and they contain all the usual information I'd expect. As such, by sending the NOAs I'm satisfied Cabot properly notified Ms S they were now the party servicing the debt.

Finally, I understand Ms S wasn't happy with a different company appointed by Cabot contacting her about this debt. But, Cabot are the servicers of it and are entitled to ask another company to get in touch if they wanted to. So, I can't reasonably say they've done anything wrong on this point either.

My final decision

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 23 September 2025.

Jon Pearce
Ombudsman