

The complaint

Mr K complains that Cabot Credit Management Group Limited (Cabot) are harassing him in pursuit of payment for an account they haven't proven they own.

What happened

Mr K had a loan and a current account with an overdraft balance with a bank I'll refer to as N. Mr K ran into financial difficulties when his business failed and he was no longer able to keep up with payments towards the accounts. N defaulted the accounts in December 2018 and later in November 2019 they sold the accounts to a debt purchaser – I'll refer to them as DP.

In February 2020 DP and N sent Mr K Joint Notice of Assignment letters (NOA) informing him of the transfer of the debt from N to DP. DP also let Mr K know that they had appointed Cabot to deal with his account going forward. They also told him the payment plan he had with N would transfer over automatically and the name appearing on his statements for this payment would change. Mr N continued with the payment plan for some time after this.

In 2024 Mr K complained to Cabot – he questioned Cabot's authority to collect on the account. He said they didn't send him a signed copy of the assignment – this is also known as a Deed of Assignment (DOA), and as such there was no proof, they actually owned the debt or could collect on it.

He said that without that proof their continued pursuit of the debt was harassment, and he asked them to stop processing his data. He says he also made a complaint to the Information Commissioner's Office (ICO) about this. He said he was hoping they would say Cabot couldn't process his data any longer and would make them remove the account from his credit file. He asked Cabot to place the account on hold while the ICO looked into things. Cabot declined to do that, they said they hadn't had contact from the ICO about Mr K's account but offered to remove his phone number from their records if that resolved things for him – he said it did, and Cabot closed the query down. Mr K says Cabot shouldn't have closed the query down at that stage and should have investigated it as a complaint at that point.

Mr K made a complaint to Cabot about all of these issues. They didn't uphold his complaint and so he brought it to this service.

Our investigator didn't think Cabot had done anything wrong, in summary they said:

- Cabot didn't need to provide Mr K with the DOA as the NOA was sufficient to prove ownership of the debt
- Cabot had a legitimate reason for processing Mr K's personal data and for reporting to the credit reference agencies
- Our service can't make a finding on harassment as it is a criminal offence so only a court can decide it. But that having looked at the level of contact Cabot has made

with Mr K it didn't seem unreasonable.

- On listening to the recording of the call between Mr K and Cabot, they thought it was reasonable for Cabot to have closed the query down when they did.

Mr K responded arguing that the NOA wasn't sufficient as it wasn't a signed document and that the DOA would be required for Cabot to be able to prove ownership and to be able to enforce the debt. He didn't dispute any of the other findings made by the investigator. The matter has now 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 realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. 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.

As Mr K hasn't disputed any of the other points, I have taken his silence as his acceptance of them and so this decision will only focus on if Cabot need to provide a copy of the DOA in order to prove ownership of the debt and their entitlement to pursue Mr K for it.

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

Mr K believes he is legally entitled to the DOA - if this were the case I would have expected all court cases to have reached the same conclusions – which doesn't seem to have happened.

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

In addition, the Financial Conduct Authority (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 satisfied Mr K's request for the DOA isn't one Cabot are required to fulfil.

Cabot provided Mr K with the NOA, in line with the rules set out by the FCA. This is a standard document when a debt is sold from one owner to another. There isn't anything obviously wrong with the NOA, and it contains all of the usual information I'd expect. So, in the circumstances, I don't think there's any reason not to rely on it. As such, I'm satisfied the NOA is sufficient to show Cabot are entitled to collect the debt. It follows; I don't believe Cabot to have acted unreasonably in pursuing Mr K for the debt without having provided him with the DOA.

I realise this isn't the outcome Mr K was hoping for, but my decision ends what we – in trying to resolve his dispute with Cabot – can do for him.

My final decision

For the reason 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 K to accept or reject my decision before 29 December 2025.

Amber Mortimer
Ombudsman