DRN-5714326

The complaint

Mr H complains that Cabot Credit Management Group Limited trading as Cabot Financial (Europe) Limited (Cabot) have harassed him and pursued him for a debt he isn't convinced they have the right to be collecting.

What happened

Mr H had a credit card account with a business I'll refer to as B. At some point the account fell into arrears and B appointed a debt collecting company to administer the payments towards the account – I'll refer to them as W.

On 26 April 2019 B sold the account to a debt purchaser (DP) who in turn appointed a master servicer – Cabot, who are part of the same group as DP. Cabot and B jointly wrote to Mr H letting him know about the transfer of the debt – the letters they sent are commonly called Notice of Assignment letters (NOA). Cabot confirmed in their letter that W is also part of the same group of companies and would continue to collect the payments towards the account – so in essence nothing was changing for Mr H apart from who owned the debt.

Mr H has made numerous complaints to Cabot which they have dealt with, but where he remained unhappy. He brought those complaints to this service to consider; however, he brought some of them too late for us to consider. It was established the ones we could consider are:

- Mr H doesn't think the NOA is correct or sufficient to show Cabot can collect the debt as it isn't signed. He has made various arguments in support of this such as W forwarded payments to Cabot before he was notified of the transfer of the debt.

- Cabot have harassed him for payment towards the account (from 3 April 2024 onwards)

Our investigator didn't think Cabot had done anything wrong and didn't uphold Mr H's complaint. Mr H disagreed and so the matter has 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. 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.

Since the investigator issued their findings Mr H has been back in touch with Cabot asking for a copy of the Deed of Assignment (DOA) although this wasn't part of his original

complaint, I believe it to be a follow on issue so will be commenting on that in this decision.

DOA and NOA

I'm aware there are some court cases that consumers have pointed towards 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 H has requested he be supplied with the DOA, this is something he obviously feels he is entitled to. But 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 H's request for the DOA isn't one Cabot are required to fulfil.

Cabot and B provided Mr H with the NOA. 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.

Mr H has made further arguments that W transferred payments to Cabot prior to him being notified about the transfer of the debt. But I'm not sure of the relevance of this argument – I say that because the payments were made to Cabot after the transfer of the debt and just because Mr H wasn't aware at the time it doesn't make the NOA invalid.

He has also argued that the debt wasn't sold to Cabot – which is correct. The debt was sold to DP. And in this case DP isn't regulated by the Financial Conduct Authority but by appointing a regulated debt servicer - Cabot, DP passes on responsibility for all actions under Article 60B(2) to them. So, Cabot are responsible for the activity of exercising the lender's – in other words the owner of the debt (DP) – rights and duties under a regulated credit agreement. I realise this can be a little confusing as there are multiple companies involved here, but I'm satisfied that Cabot is the correct party to collect this debt and that they are entitled to use W to administer this on their behalf.

Finally, Mr H has pointed out that the NOA wasn't signed and so it can't be valid. I'm not aware of any legislation or regulation that says a NOA must be signed. And so, I don't agree that this affects the validity of the NOA.

Bringing all of this together I'm satisfied that Cabot are entitled to pursue Mr H for the payment of this debt and use W or any other debt collector to manage the payments on their behalf should they choose to.

Harassment

Only the courts can make a finding on harassment as it is a criminal offence, but I can look at the contact Cabot made with Mr H to see if it has been excessive in volume, and appropriate in tone.

Cabot have provided a breakdown of the contact they have made or attempted to make with Mr H since 3 April 2024. Having considered this I don't consider it to be excessive, I say this because over the twelve-week period that I'm considering, Cabot attempted contact with Mr H 27 times by phone, so just over twice a week when averaged out. They also sent two letters and four text messages during the same period.

The calls seem to have mostly connected with Mr H's voicemail and as Mr H was choosing not to engage with Cabot, and they were trying to re-establish contact, it seems reasonable to me that they kept trying. If Mr H had engaged with any of the contact Cabot was attempting, I think it is more likely than not the further contact would have stopped. Because of this I believe that level of contact to be reasonable.

I realise this isn't the outcome Mr H was hoping for and that he may be disappointed, but my decision ends what we – in trying to resolve his complaint with Cabot – can do for him.

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 H to accept or reject my decision before 29 December 2025.

Amber Mortimer
Ombudsman