

The complaint

Mrs M complains that Cabot Credit Management Group Limited (Cabot) haven't proven they own the debt they have been pursuing her for.

What happened

Mrs M had a credit card account with a business I'll refer to as M. At some point Mrs M fell behind with her payments and in October 2017 M sold the debt to Cabot. Both M and Cabot sent letters confirming the sale to Mrs M. These letters are called Notice of Assignment (NOA).

In early 2025 Mrs M contacted Cabot asking for a copy of the Deed of Assignment (DOA). They declined to provide this saying it was a confidential document between them and M. They said it didn't contain Mrs M's personal details in the document. Mrs M complained as she said if it didn't contain her details then Cabot couldn't show they owned the debt, and as such they should refund her any monies she had paid to them towards the debt, plus interest and some compensation for the trouble caused. Cabot didn't agree to this and so Mrs M brought her complaint to our service.

Our investigator didn't think Cabot had done anything wrong in not providing the DOA to Mrs M and said the NOA was enough. Mrs M 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. This isn't intended as a courtesy 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 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.

Mrs M believes she is entitled to the DOA. 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 Mrs M's request for the DOA isn't one Cabot are required to fulfil.

Cabot provided Mrs M with a joint NOA from them and M, 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 Mrs M for the debt without having provided her with the DOA.

Mrs M has said the distinction in her case compared to others is that Cabot have said that her personal information isn't contained in the DOA. But I'm not persuaded that changes anything here. It is common that a DOA is a short contract between the parties concerning the transfer of a batch of accounts. The personal details of the debtors aren't usually included within that document. So, I think what Cabot were saying here is that Mrs M wasn't entitled to see the document as part of the Subject Access Request that she made to them. Even if I did think this changed things, which to be clear – I don't, I couldn't compel Cabot to provide Mrs M with the DOA, only the court could do that.

Mrs M has said that she has felt harassed by Cabot and has asked me to address that, but I can't see that she has raised that with Cabot or our service prior to her case being passed to me for decision. I can't consider or comment on anything Cabot hasn't had the opportunity to address first. However, even if I could, harassment is a criminal offence and so isn't something I could make a finding on, this would be reserved for the courts.

Bringing all of this together, I'm satisfied Cabot have provided Mrs M with the documents they needed to, to prove their ownership of the debt, as such I won't be asking them to do anything differently.

I realise this isn't the outcome Mrs M was hoping for, but my decision ends what we - in trying to resolve her dispute with Cabot – can do for her.

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 Mrs M to accept or reject my decision before 29 December 2025.

Amber Mortimer
Ombudsman