

### **The complaint**

Miss H complains Cabot Credit Management Group Limited trading as Cabot Financial haven't written off her accounts when she thinks they should.

### **What happened**

Miss H had accounts with two other entities – I'll refer to them as F and V. These accounts were sold to a debt purchaser, who asked Cabot to service the accounts.

As I understand it, Miss H has asked for these accounts to be written off because she was sadly the victim of domestic abuse – and it was because of her abuser taking her money it meant she had to take out the accounts which are now with Cabot.

Miss H is unhappy with Cabot as she says they don't believe she was the victim of domestic abuse.

Cabot said they don't disbelieve Miss H has been the victim of domestic abuse, but when they received information from Miss H's debt counselling company, the dates she was in a relationship with her abuser didn't tally with her having taken out the accounts. It's for this reason they didn't think it was appropriate for them to be written off.

Unhappy with this, Miss H asked us to look into things. As part of our standard process, we asked Cabot for their information. In it, they showed Miss H had previously asked Cabot for Deeds of Assignment (DOA) to prove they were entitled to ask her to repay the accounts.

One of our Investigators considered Miss H's request for the accounts to be written off, as well as the DOA, and didn't think Cabot had done anything wrong.

Miss H said she wasn't happy with this outcome, so her complaint's been passed to me to decide.

Before doing so, I arranged for our Investigator to ask Miss H for a bit of clarification – as I was felt there was more information we needed.

We asked Miss H for this first on 19 November 2025, with no reply. We asked again on 4 December 2025 and asked she reply by a week later. As at the date of this decision, I've not heard from Miss H, so I've gone ahead and decided the outcome of the case. I'm satisfied that's the fair thing to do in all the circumstances – bearing in mind my obligation to resolve complaints quickly in the interests of all parties.

### **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 explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered 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 courtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

I've seen during the time Miss H's case has been with us she's been asked a number of questions about events that clearly are very painful for her. I thank Miss H for providing the information she has. I've been very deliberately vague about the details and dates to protect her, as this final decision is published on our website. But I want Miss H to know I have taken into account everything she's told us.

Miss H wants her accounts written off because of what's happened to her and because she says they're the result of her ex-partner's actions.

As a starting point there is no rules requiring Cabot to write off accounts in any circumstances – so it's initially Cabot's decision on whether to write them off or not.

In situations where they don't, then we can look at whether they've acted fairly and reasonably.

Cabot were told by Miss H's debt counselling company the relationship had ended many years before the accounts in question were taken out. So, with that information, I can see why Cabot wouldn't have thought it appropriate to write them off.

Miss H has told us the circumstances meant the reason she took out the accounts was due to her ex-partner and referred to an incident.

But, that incident took place a year after she took out the accounts.

Pulling all of this together, Miss H has said her ex-partner who she broke up with many years before is responsible for her taking out accounts, and she refers to an incident which happened the year after they were taken out. Based on that, and while I can see that Miss H has had a very difficult time, it's hard for me to see that her taking out the lending was a result of the relationship with her ex-partner. Even if it was, that wouldn't automatically mean Cabot should write the debts off, though they should think about what forbearance it might be reasonable to offer.

I'm extremely conscious there might be a clear and very valid explanation for why what Miss H has said all makes sense – but at the moment I think I'm missing that explanation. And, unfortunately, as she's not replied to our emails to explain what that valid explanation might be, I don't have enough information to say Cabot haven't acted fairly and reasonably in saying they won't write off the accounts. But, while Cabot is entitled to try and collect the debts from Miss H, they'll need to continue to treat her fairly and show appropriate forbearance – taking account of any information Miss H might provide about her circumstances in future.

I've also seen Miss H has previously raised concerns about the DOA. This is a confidential document we wouldn't expect to be shared with consumers directly. By providing the notice of assignments, I'm satisfied Cabot have done enough to let Miss H know it's right for them to have contacted her regarding the accounts.

## **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 Miss H to accept or reject my decision before 3 February 2026.

Jon Pearce  
**Ombudsman**