

The complaint

Miss Z complains that Cabot Credit Management Group Limited trading as Cabot Financial (Europe) Limited (Cabot) are pursuing her for a debt when they haven't proven they are entitled to it or that she is liable for it.

What happened

Miss Z's complaint centres around a credit card account that was opened with a B I'll call S – for the purposes of this decision.

On 10 July 2024, S terminated the account and defaulted it due to payments not being up to date. They then sold the account to a debt purchaser that is part of the Cabot Group. The DP appointed Cabot to service the account. And a joint Notice of Assignment (NOA) was sent to Miss Z on 3 January 2025 informing her of the transfer of the debt.

In March 2025 Miss Z wrote to Cabot asking for the following:

- A copy of the Deed of Assignment (DOA)
- Copies of the original credit agreement and account statements as per section 77-79 of the Consumer Credit Act 1974 (CCA)
- Data Subject Access Request (DSAR) for all internal notes between S and Cabot

She also asked them to restrict the processing of her data including flagging the account as being in dispute with the credit reference agencies.

The different departments from within Cabot responded to their respective parts of Miss Z's request. I've summarised the content of the responses in my own words below:

- in order to deal with her DSAR they needed Miss Z to verify her identification by providing certain documentation
- to comply with her section 77-79 request under CCA, they needed her to pay the statutory fee of £1 and on receipt if this they would deal with her request.
- they had a legitimate interest to process her data and so would be continuing to do so.

Miss Z was unhappy with this and raised a complaint with Cabot about the above as well as an additional point that they had sent her threatening correspondence. Cabot didn't uphold the complaint and so Miss Z referred her complaint to our service.

Our investigator didn't think Cabot had done anything wrong and didn't uphold Miss Z's complaint. Miss Z disagreed with the investigator's findings and asked for an Ombudsman to review all of the above matters and an additional point that Cabot had failed to make reasonable adjustments for her as a vulnerable person.

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. 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.

DOA

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.

Miss Z believes she is legally entitled to the DOA, however, 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 Miss Z's request for the DOA isn't one Cabot are required to fulfil.

Cabot and S sent Miss Z a joint 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. It follows; I don't believe Cabot have acted unreasonably in pursuing Miss Z for the debt without having provided her with the DOA.

Section 77-79 request

The section of the CCA that is relevant here is section 78, that's because the credit Miss Z had was a credit card and this is known as a running credit account. Section 78 says:

78 Duty to give information to debtor under running-account credit agreement.

(1)The creditor under a regulated agreement for running-account credit, within the prescribed period after receiving a request in writing to that effect from the debtor and payment of a fee of [£1], shall give the debtor a copy of the executed agreement (if any) and of any other document referred to in it, together with a statement signed by or on behalf of the creditor showing, according to the information to which it is practicable for him to refer,—

(a)the state of the account, and

(b)the amount, if any currently payable under the agreement by the debtor to the creditor, and

(c)the amounts and due dates of any payments which, if the debtor does not draw further on the account, will later become payable under the agreement by the debtor to the creditor.

In simple terms this means Miss Z is entitled to ask for the information listed above and provided she makes the statutory payment of £1 Cabot has a duty to deal with that request.

Cabot have told Miss Z that they will comply with her request on receipt of the statutory £1 payment from her. Cabot say they haven't received any such payment from her and Miss Z hasn't provided any evidence to the contrary. As such, I'm satisfied that until such payment is made to Cabot by Miss Z, Cabot don't have to comply with her request.

Processing data

I cannot make a finding about if Cabot are in breach of GDPR, this is the role of the Independent Commissioner's Office (ICO). However, Cabot have explained they will continue to process Miss Z's data as they have a legitimate interest as the owner of the account to do so. Based on what I have seen, and the issues dealt with above I'm satisfied this is the case, so I won't be asking them to stop reporting data to the credit reference agencies.

Threatening correspondence

I appreciate that Miss Z says she found the letter Cabot sent her to be threatening in nature, but I have to disagree. I say this because I have reviewed various pieces of the correspondence that was sent to Miss Z including letters and SMS messages, and I have found nothing untoward within them. I have found the content to be factual and the tone to be professional, so I won't be upholding this part of Miss Z's complaint.

Reasonable adjustments

Miss Z raised this point to our investigator when asking for an Ombudsman to review the outcome of her case. I haven't seen that this was raised at an earlier point or that Cabot have had the opportunity to address it. As such I won't be commenting on it as part of this decision. If Miss Z feels this is an unresolved matter that she has with Cabot, she will need to raise it with them in the first instance.

Bringing all of this together, I'm satisfied Cabot has acted fairly when dealing with Miss Z's requests and I won't be asking them to do anything differently to put things right here for Miss Z.

I understand that Miss Z is likely frustrated that she hasn't been given the information she has requested, but as explained above some of it such as the DOA she isn't entitled to, and the things she is entitled to will require her cooperation in the form of verifying her identification and making the statutory payment.

I realise this isn't the outcome Miss Z was hoping for and that she may be disappointed, but my decision brings to an end what we – in trying to resolve her complaint 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 Miss Z to accept or reject my decision before 2 January 2026.

Amber Mortimer
Ombudsman