

The complaint

Mr C complains Cabot Credit Management Group Limited aren't taking into account all of his circumstances when contacting him regarding a debt.

What happened

As I understand it, Cabot are currently responsible for servicing an account which they've had since 2019.

Mr C says when they first contacted him, he told them if he entered into any kind of debt plan he would lose his job. He says Cabot seemed to accept that, until February 2025 when they wrote to him.

The letter was dated 15 February 2025, and said if Mr C didn't get in touch to arrange a repayment plan then they'd potentially arrange for an agent to visit his home. Mr C replied by email on 20 February 2025 explaining his circumstances stayed the same. Despite this, Cabot sent another letter dated 7 March 2025 talking about setting up a repayment plan, and that they'd arrange a home visit if he didn't get in touch. Unhappy with this, Mr C complained to Cabot.

In their response dated 9 May 2025 Cabot said they became responsible for the account in question on 1 July 2019. They explained they'd tried to get in touch with Mr C recently but didn't receive a reply. That's why they sent their letters dated 15 February and 7 March 2025 saying they'd instruct an agent to visit his home. Overall they didn't think they'd done anything wrong saying they understood Mr C's concerns regarding his employment, but it wasn't their policy to close an account for that reason.

Unhappy with this, Mr C asked us to look into things – saying Cabot hadn't mentioned his email of 20 February 2025. Mr C also wanted Cabot to stop contacting him in future.

An Investigator considered the complaint, and ultimately it wasn't upheld.

Mr C didn't accept this, saying the central point of his concerns was the second letter dated 7 March 2025. Mr C said Cabot had sufficient time to consider this but didn't even mention it in their response to his complaint. Mr C says Cabot are required to treat customers 'with forbearance and due consideration – and thinks either Cabot didn't process his email of 20 February 2025 in time – or that they thought the 7 March 2025 letter was appropriate despite his email. Mr C said either way, he couldn't accept this and wanted an Ombudsman to consider things. So, the complaint's 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 think it's important to explain I've considered all 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 discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Before explaining my thoughts on Cabot's outcome, I think it's helpful to provide my thoughts on Mr C's position.

I understand the position Mr C feels he's in. Cabot are asking him to set up a repayment plan for his debt. His understanding is any payment plan would result in him losing his job.

As a starting point, I'm not completely convinced by this. I say that not because I doubt Mr C's interpretation, but because I think he may have misunderstood.

The reason I say that is because in his email of 20 February 2025 Mr C refers to if he were declared bankrupt or enter into any kind of debt management plan then these would be recorded on the Insolvency Register. But that isn't what the Register itself says. According to the gov.uk website about this – they record bankruptcies, Debt Relief Orders (DROs) and Individual Voluntary Arrangements (IVAs).

Bankruptcy, DROs and IVAs are all that's listed. But, there are many informal debt solutions out there – and I think it's very unlikely any informal solution would be entered into the Register.

Despite this, I can't know for sure if Mr C's employment would be terminated even if he entered into an informal debt plan. I say that because Mr C has said his employment contract is confidential so he can't share it with us. I can't compel Mr C to provide any information in any event, nor would I ask him to potentially jeopardise his employment by doing so.

I can see our Investigator offered suggestions of how Mr C could get advice. It's unclear from Mr C's responses whether he's done that.

The reason all of this is relevant is because it's the context against which Mr C says he's been impacted by the letters from Cabot.

As things stand, Mr C has an outstanding debt with Cabot. Generally speaking, it's reasonable for a debt company to ask for repayment of it.

I agree with Mr C's comments regarding forbearance and due consideration. But, I don't think that automatically means Cabot can't ever contact Mr C – nor do I think it should mean they never contact him again – given there is an outstanding debt.

So, thinking about the specific contact, I think it was reasonable of Cabot to have sent the first letter dated 15 February 2025 asking him to get in touch – and telling him if he didn't they might send an agent to put him and Cabot back in touch.

I've read the letter. I don't think it's inappropriate, and it's factual in nature. I've seen a copy of previous correspondence which seemingly based on the timeline Mr C didn't respond to. So, in the circumstances, Cabot aren't left with much choice when there is an outstanding debt and their customer isn't responding to them.

I realise though Mr C's concerns are mainly around the lack of acknowledgement from Cabot following his email of 20 February 2025.

In this email, Mr C set out his circumstances again – including his understanding that he'd lose his job if he entered into a debt plan. For all the reasons I've mentioned above, I'm

afraid I'm not persuaded by this. Because of that, I don't think Cabot acted unreasonably in continuing to contact him after this with their letter of 7 March 2025.

I do think Cabot should have replied to Mr C – so it's not acceptable they didn't. And, on this point I do think Mr C's frustrations with Cabot are justified.

But, in deciding if I think Cabot need to do anything as a result of their error, I need to think about the impact of that error.

I'm satisfied Cabot should have replied to Mr C. But, if Cabot had replied, I think it's very likely they'd have continued to ask him for repayment. Mr C has been very clear in saying it's the asking for repayment and the lack of recognition about his circumstances which has caused him significant concern. So, given I think Cabot would have continued to ask for repayment, whether Cabot did or didn't take into account his email of 20 February 2025 it's not changed the position I think Mr C now finds himself in.

I do understand Mr C's understanding of his situation is that he simply can't enter into any repayment plan otherwise he'll lose his job. Mr C has my genuine sympathy for this difficult situation – but, if he wants Cabot to stop contacting him, he may want to investigate if he can enter into an informal plan or not and still keep his job. In summary, I can't fairly require Cabot to stop contacting him, when I'm not persuaded his circumstances mean they should.

My final decision

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 January 2026.

Jon Pearce

Ombudsman