

complaint

Mr G complains that Cabot Credit Management Group Limited hasn't provided information or documentation about a debt it is pursuing.

background

Cabot bought a book of debts from a bank. It says this included one for Mr G. He has disputed this and has asked for further details. It has told him that the Deed of Assignment which includes his debt is a confidential document between it and the bank. It doesn't contain his personal details. It provided copy of the bank statements as supplied by the bank. It further explained the debt arose on a current account and as such there was no credit agreement.

Mr G persisted in disputing the debt and in due course brought his complaint to this service. It was considered by one of our investigators who didn't recommend it be upheld. He explained that it wasn't our role to determine whether or not a debt is enforceable. This is something a court would have to decide. He said we look at cases to consider whether a business has acted fairly and reasonably.

He could see the bank and Cabot each sent a Notice of Assignment (NOA) to Mr G on 13 July 2016. As a result he concluded there was a debt and Cabot was within its rights to pursue it. He referred to Mr G's claim that he had been given differing NOA's and said he had only see one each from the bank and Cabot.

He said that as the debt related to a current account it didn't come within the jurisdiction of the Consumer Credit Act 1974 and there was no credit agreement which Cabot could send. Finally, he was satisfied that Cabot had responded to his letters and he hadn't seen anything to suggest it had caused delays.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I would say at the outset that I find myself in agreement with the investigator. I cannot see that Cabot has done anything wrong. Mr G has asked for information that Cabot either doesn't have or isn't obliged to send him. It has explained that to him on several occasions and he has persisted in disputing the debt.

I presume if he thinks the bank has given Cabot incorrect information he will have taken that up with it. But Cabot bought the debt in good faith and has given him notification that it owns the debt and it has asked him to pay. That seems both fair and reasonable. In any event I gather it sent him details of the debt as supplied by the bank.

As the investigator has explained this service doesn't address whether a debt is enforceable or not and that is a matter Mr G will have to take up through the court system if he so wishes. My view is that Cabot has been fair and reasonable in its pursuit of the debt which has been outstanding for some considerable time.

my final decision

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 G to accept or reject my decision before 25 May 2018.

Ivor Graham
ombudsman