

complaint

Mr M complains Cabot Financial (Europe) Limited is pursuing him for a credit card debt, but has not provided proof the debt exists. He wants it to stop its attempts to recover the debt and pay him compensation for the distress caused.

background

Mr M sent letters to Cabot requesting information about the debt and asked it to stop processing his data. He says he does not have a contract or agreement with Cabot and the account is estopped. It has ignored his requests, continues to call him and this causes him distress. Cabot has not provided a copy of the consumer credit agreement for the account and is still processing his personal data.

Cabot says it purchased Mr M's account in March 2014 and a notice of assignment was sent to him. The deed of assignment requested by Mr M is confidential, does not contain personal information and can only be disclosed by a court order. Mr M made regular payments before it purchased the account, so he has acknowledged the debt and benefited from the money. It says the points Mr M has raised are not applicable in his circumstances, his letters are standard templates and an attempt to avoid repayment.

The adjudicator did not consider that this complaint should be upheld as this service does not have the power to determine the enforceability of agreements, Cabot is pursuing a legitimate debt and its contact with Mr M doesn't amount to harassment.

Mr M disagrees. He says his complaint has been misunderstood and the payments he made were due to his lack of knowledge. He believes Cabot has breached various Office of Fair Trading and Financial Conduct Authority rules.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I come to the same conclusion as the adjudicator for the same reasons.

Mr M says Cabot has not sent him a copy of the consumer credit agreement for the account. But as explained by the adjudicator, this service is unable to determine the enforceability of a credit agreement, as this is for the courts to decide.

The account's statements satisfy me Mr M was making payments before his account was assigned to Cabot in March 2014. Cabot has provided this service with a copy of the notice of assignment letter sent by the previous owners of the account, to the address it had on record for Mr M at the time, together with a letter from Cabot in April 2014, which told Mr M it had bought his account. There is nothing to suggest Mr M did not receive these letters. So he should have been aware his account was now with Cabot, the debt existed and he was liable for it.

Mr M complains Cabot has continued to process his personal data. But the notice of assignment says Cabot became the data controller once the account was assigned to it - so I do not find it has made an error in continuing to process Mr M's data.

And whilst Mr M says Cabot's attempts to contact him amount to harassment, I do not find it unreasonable for Cabot to contact Mr M to recover the debt he owes it. Or that it has breached Office of Fair Trading or Financial Conduct Authority rules in doing so.

I understand my decision will come as a disappointment, but for these reasons I do not find Cabot has made a mistake.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M to accept or reject my decision before 27 March 2015.

Naseem Malik
ombudsman