

complaint

Mrs O has complained that Cabot Credit Management Group Limited ('Cabot') failed to supply paperwork when requested relating to a debt. Mrs O is also unhappy with the steps Cabot has taken to recover this debt and any costs and charges it has added.

Mrs O wants Cabot to cease collection activity until they can prove how much is due and write off or reduce any remaining balance. She also wants £100 compensation.

background

Cabot bought a debt that it says Mrs O owed to a financial business.

Mrs O says that Cabot did several things wrong since taking over the debt. She's also said the card should never have been given to her in the first place, given her circumstances.

Mrs O has asked Cabot for a number of documents including the credit agreement.

While the credit agreement isn't available, Cabot said it can still ask Mrs O to pay back the debt. It also said the original creditor was responsible for the decision to lend to Mrs O in the first place, so she should contact them with any complaint about the lending decision.

Mrs O wasn't happy with Cabot's response to her complaint and referred her complaint to our service.

In summary, our investigator found that Cabot hadn't done anything wrong. Mrs O didn't accept our investigator's findings. She said that as Cabot were unable to get a copy of the credit agreement the debt is unenforceable, and that Cabot should cease collection.

The complaint has been passed to me for a final decision.

my findings

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

Mrs O has raised several complaint points and I'll address them below under different headings.

the initial decision to lend to Mrs O.

Mrs O has complained that the creditor shouldn't have lent to her in the first place. But the lending decision wasn't made by Cabot and isn't their responsibility. Therefore, I can't consider the lending decision as part of this complaint against Cabot.

If Mrs O is unhappy with the lending decision, she has the option to complain to the lender. But as the event took place several years ago, she should be aware that there are time limits that usually apply for bringing complaints.

the debt owed

Nothing Mrs O has said leads me to conclude Cabot should have thought there was a problem with the debt when it bought it. I accept that in this case there isn't a great deal of paperwork related to the account or debt but in situations like this, I've to decide what I think is *more likely* than not to have happened based on the available evidence. It seems more likely than not that the debt owed was accurate.

I've seen a statement of the account that suggests Mrs O continued to make regular payments from 2013 until 2017. This suggests that she accepted she owed a debt.

Although Mrs O has also complained about charges and interest that've been added to the debt, I haven't seen evidence that Cabot have increased the debt or added any interest or charges since they've bought the debt.

the enforceability of the debt and the steps Cabot has taken to recover it

Mrs O requested that Cabot provide her with a copy of her original credit agreement. Cabot have been unable to obtain a copy of it. Whether or not the debt is legally enforceable is a matter for a court to decide – that's not something I have the power to determine or will be commenting further on in my decision.

It also doesn't seem that Cabot have tried to mislead Mrs O about not having a copy of her credit agreement when she's enquired. But as I'm reasonably satisfied that Mrs O owes the debt, and I've seen evidence that a notice of assignment was issued in July 2013, I don't think Cabot has treated her unfairly in asking her to repay it.

I also haven't seen evidence that Cabot have been aggressive in trying to recover the debt. For example, a screenshot of Cabot's automated dialler system doesn't show it's been used to contact Mrs O.

I've also noted that Mrs O hasn't provided any supporting evidence such as letters or other correspondence she's received to support what she's said about the way Cabot have tried to recover this debt.

other information Mrs O requested from Cabot

Mrs O is also unhappy that some other information she requested wasn't provided to her - in particular, a copy of the deed of assignment and information on how much Cabot paid for her debt.

Cabot has said that this is sensitive information between them and the creditor that they aren't obliged to provide it. I agree and I don't think that they've acted unreasonably.

conclusion

Having carefully considered all the evidence, I think that Cabot have treated Mrs O fairly and reasonably since taking over the debt.

my final decision

I don't uphold Mrs O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or

reject my decision before **8 February 2020**.

Daniel O'Shea
ombudsman