

## **complaint**

Mr P complains Cabot Credit Management Group Limited pursued him for a debt that he said that was unenforceable. He thinks it acted in an inappropriate way when trying to recover the debt from him. Mr P asks for compensation of £7,500.

## **our initial conclusions**

Our investigator didn't recommend upholding Mr P's complaint.

Mr P rejected this recommendation. In summary, he suggested we'd not accurately captured all the points he was complaining about.

He said his complaint was about "*UK legislation*" in particular the Consumer Credit Act 1974 and what it has to say about enforceability of consumer credit agreements. He pointed out that Cabot had never provided him with a copy of the original credit agreement.

Further, Mr P repeated that he thought that Cabot had acted in a way that is shouldn't have done when trying to recover the debt from him.

Mr P asked that an ombudsman review his complaint.

## **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've reviewed Mr P's complaint. I think I have no proper basis to uphold it. Please let me explain why.

### *the debt*

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Where the information is unclear, incomplete or contradictory as some of it is here, I have to base my decision on the balance of probabilities.

Mr P suggests the debt is unenforceable only a court can decide that this service cannot.

Further, Mr P says he only ever had a debt with a company I'll call "C" a plc, but he says he received demands for a debt regarding an account with "O" a limited company.

But Cabot's records show that O bought the original debt from C. Cabot bought the debt from O. Its records also show Mr P was told of this at the time when the debt was sold to it. I have also seen statements from C for an account with Mr P. The statements show he owed it a debt of thousands of pounds. Mr P confirmed that he could no longer afford the debt he had with C. This suggests to me that he accepts he owed C a debt and he'd not cleared it. I don't think it is likely, in the circumstances that Cabot's records are inaccurate or that the statements from C contain incorrect information. On balance I think it likely Cabot pursued Mr P for a debt he owed.

Further to this, Cabot's records show it sent Mr P a reconstituted version of the agreement because it didn't have a copy of the original. I think it is likely its records are accurate in the circumstances.

Taking all of the above into account, it's not clear why Mr P might not have understood that Cabot's stance was it was trying to recover the original debt that he'd run up with C.

Nothing I've seen suggests Cabot acted unfairly in asking Mr P to pay this debt. On the face of it he owed it money and it explained why. Nothing in law, as far as I am aware, prevents a creditor from asking a debtor to pay an outstanding debt, even if the debtor thinks the debt is unenforceable. Even, if I am wrong at law, I think it's fair and reasonable that Cabot asked him to pay this debt in the circumstances.

#### *debt recovery actions*

Mr P says Cabot behaved inappropriately towards him in trying to recover the debt. He tells us he was called every day up to three times a day for an extended period of time, including on his mobile number. He tells us as well he asked it not to contact him by phone and it disregarded his request. He says it bombarded him with threatening letters.

Cabot says it contacted him as appropriate. And it says it has no record of him ever asking it to stop calling. It tells us it has never had the number for Mr P's mobile.

Cabot provides records of the contact it had with Mr P. It doesn't support Mr P's version of events. It doesn't show calls every day three times a day for the period he told us about. Although for some periods the records indicate he was being called once a day, although often the calls went unanswered.

In addition while the letters Cabot sent were business like and straight to the point, I don't agree they were threatening.

Nothing I've seen suggests that Cabot treated Mr P unfairly in the way it tried to recover the debt from him.

For all these reasons, I think it is inappropriate to ask Cabot to take the action Mr P asks for.

#### **my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 18 January 2018.

Joyce Gordon  
**ombudsman**