

## **complaint**

Mr B, who is represented by a firm of solicitors I will call F, complains that Cabot Credit Management Group Limited is pursuing a debt that is unenforceable. He also complains that the loan was unaffordable and it was irresponsible to have lent him the money.

## **background**

Cabot acquired a debt from a third party I will call H and says it wrote to Mr B on a number of occasions setting out the amount owed and the date of the loan agreement. F contacted Cabot to challenge its right to collect the debt and also to suggest the loan was unaffordable. It asked for copies of the relevant documentation.

Cabot responded to say that it didn't have the relevant documents on file, but it would seek them from H. In the meantime it said the debt would be temporarily unenforceable and it would not take legal action to obtain payment. Furthermore it explained that it wasn't responsible for granting the loan and so it couldn't address the affordability issue.

F brought Mr B's complaint to this service where it was considered by one of our adjudicators. Cabot said that any issue of enforceability of the loan would be a matter for the courts to deal with. The adjudicator agreed and noted that Cabot hadn't sought to enforce the loan and since F had complained it hadn't contacted Mr B. She said Cabot wasn't responsible for the granting of the loan and any complaint on that issue would have to be addressed to H. She didn't think she could ask Cabot to do anymore.

F said the complaint wasn't about the enforceability of the loan, but about Cabot seeking repayment of a debt it doesn't know is payable and has no evidence that it is due.

## **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 am reassured to note that F has now agreed that the issue of enforceability is not one which needs to be considered by this service. However, it has suggested that Cabot seems to be acting without evidence that the debt is due.

The logical conclusion of F's recent argument seems to be that Cabot has invented the debt since it hasn't provided all that is required to prove enforceability in court. Cabot has explained to F that it has sent Mr B details of the loan on several occasions and I have not seen anything from Mr B disputing he borrowed the money. On balance I think it reasonable to conclude that the actions of Cabot have been fair. It is entitled to communicate with Mr B regarding the debt and so far as I am aware this is what it has done.

If Mr B has any evidence to show that he doesn't owe the money or that he never borrowed from H then it would make sense for him to share that with Cabot.

F has also argued that the loan was unaffordable and that it was granted irresponsibly. That argument seems to suggest that it accepts there was a loan in the first place. However, any complaint of that nature is not relevant to Cabot. It didn't grant the loan, it is merely seeking repayment.

**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 B to accept or reject my decision before 5 July 2019.

Ivor Graham  
**ombudsman**