

## **The complaint**

Mr M complains about the way Cabot Credit Management Group Limited trading as Cabot Financial (Cabot) dealt with a request for information.

## **What happened**

The background to this complaint and my initial conclusions were set out in my provisional decision. I said:

*In January 2020 Cabot says it acquired a debt in Mr M's name from another business. Cabot says attempts to contact Mr M and make arrangements for repayment were unsuccessful so on 1 February 2023 it took the decision to instruct a firm of solicitors to manage the account. The solicitors issued a letter advising Mr M it was considering legal action on 3 February 2023. On 10 March 2023 the solicitors issued a claims form to Mr M advising it was beginning legal action on Cabot's behalf.*

*Cabot says that on 22 March 2023 it received three letters from Mr M. One of the letters requested a copy of the original credit agreement. Mr M also raised a Data Subject Access Request (DSAR) to obtain his information along with further documentation. Cabot referred the request for Mr M's credit agreement to the solicitors which wrote to him on 27 March 2023 to confirm it had written to the original lender to obtain copies of the credit agreement, Notice of Assignment and Default Notice. The DSAR was passed to a team within Cabot to process.*

*The credit agreement wasn't immediately available and Mr M went on to raise a complaint with Cabot. A final response was issued on 23 September 2023 and Cabot advised it had passed Mr M's request to the solicitors to handle. Cabot apologised that it hadn't specifically advised Mr M his request had been passed to the solicitors to deal with. The credit agreement was subsequently forwarded by the solicitors.*

*Mr M referred his complaint to the Financial Ombudsman Service and it was passed to an investigator. They upheld Mr M's complaint and asked it to pay him £100 for the distress and inconvenience caused by failing to advise him it had referred his document request to the solicitors. Cabot asked to appeal and provided a copy of its solicitor's letter to Mr M dated 27 March 2023 to confirm it had received an instruction to obtain various documents including a copy of the original credit agreement. Cabot didn't agree there were grounds to award £100 and asked to appeal. As Cabot asked to appeal, Mr M's complaint has been passed to me to make a decision.*

## **What I've provisionally decided – and why**

*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 all the available information and whilst I accept Cabot didn't specifically tell Mr M it had referred his document request to its solicitors, it did take quick action to deal with it.*

*The request was quickly passed onto Cabot's solicitors and it wrote to Mr M on 27 March 2023. The solicitor's letter says:*

*For the avoidance of doubt, this firm acts on its client's instructions. This firm does not hold the documentation you have requested. We can ask our client to provide them and will come back to you as soon as we can... In the meantime, the matter has been placed on hold and no further action will be taken.*

*Whilst I understand no specific confirmation was issued by Cabot, I'm satisfied that the solicitors acting on its behalf quickly confirmed the documents Mr M wanted would be requested and that his account was placed on hold in the meantime. That's in line with what I'd expect both Cabot and its solicitors to have done in the circumstances.*

*Once the original credit agreement was obtained it was forwarded to Mr M and a copy has been provided to this service by Cabot. So I'm satisfied the request Mr M made was complied with and that collections activity, including any proposed legal action, was placed on hold during that time.*

*I can see Cabot's final response dated 23 September 2023 apologised that it hadn't notified Mr M directly that its solicitors would deal with his request for the credit agreement. I'm satisfied the apology Cabot made fairly reflects any impact to Mr M. I'm very sorry to disappoint Mr M but I haven't found grounds to award compensation for the way Cabot handled his request.*

*As I haven't been persuaded there are grounds to award compensation in this case I'm unable to uphold Mr M's complaint.*

I invited both parties to respond with any additional comments or information they wanted me to consider before I issued my final decision.

Cabot responded and confirmed it had nothing further to add.

Mr M responded and said that between February and May 2023 there was a live court case between him and Cabot. Mr M explained that the relevant regulations obliged Cabot to provide a copy of the credit agreement and supporting information. Mr M also said that civil procedure rules obliged Cabot's solicitors to send him certain documents that had been requested. Mr M confirmed Cabot's solicitors had provided copies of the credit agreement, notice of assignment and default notice. In January 2024, when responding to a Data Subject Access Request, Cabot sent Mr M further documentation concerning the debt it owns. Mr M said he needed the documents for his defence and was concerned that the credit agreement provided may be a reconstituted copy rather than a contemporaneous one.

### **What I've decided – and why**

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

I'd like to thank Mr M for the detail provided in his response. I want to assure Mr M I've read and considered everything he's said. My response is going to focus on what I feel are the key issues in this case.

I can see Mr M first requested documentation from Cabot in March 2023, after solicitors acting on its behalf contacted him to advise it had been instructed to collect the outstanding balance. As noted in my provisional decision, at that point Cabot contacted its solicitor and asked them to arrange to comply with Mr M's request. In response to the investigator, Mr M's

provided a copy of the solicitor's letter dated 27 March 2023 that confirmed it had received Cabot's instruction. So I remain satisfied that, from that point, Mr M was aware the documents he'd asked for had been requested and would be forwarded by Cabot's solicitors.

I also think it's important to note that Cabot's solicitor's letter dated 27 March 2023 confirmed that legal action had been placed on hold whilst it was waiting for the documents to be obtained and forwarded to Mr M. So whilst I note Mr M's response says there was an active court case between February and May 2023, I'm satisfied the solicitors confirmed legal action was on hold on 27 March 2023. I haven't seen anything that shows Cabot or its solicitor attempted to collect the balance or progress the issue with the courts after confirmation the account was on hold was sent to Mr M.

Cabot's solicitors forwarded Mr M copies of the credit agreement, notice of assignment and default notice in September 2023. Whilst I note Mr M's told us he made a separate request for similar information directly to Cabot's solicitors, I'm satisfied the response he received was intended to cover the information he asked for in March 2023. As I said in my provisional decision, I'm satisfied it was reasonable for Cabot to ask its solicitors to respond to Mr M's request in March 2022.

I accept the solicitor's letter dated 27 March 2023 didn't specifically say it was responding to a CCA request Mr M had made to Cabot, that information had been requested from the original lender and didn't acknowledge receipt of his letter dated 18 March 2022. But the solicitor's letter confirmed what documents it had been asked to provide and that copies had been requested. And the solicitor's letter acknowledged the date of Mr M's most recent letter. I'm satisfied that was reasonable and haven't found grounds to award compensation on the basis of the information included in the letter dated 27 March 2023.

Ultimately, Cabot's solicitors forwarded the documents to Mr M in September 2023. Whilst I understand that's around six months after they were originally requested by Mr M, I think it's reasonable to note that they had to be sourced from the original lender. And, as I've noted above, I'm satisfied any proposed legal action was placed on hold whilst Mr M's request was dealt with. In addition, I wouldn't expect Cabot to forward the documents to Mr M directly as its solicitors had been instructed to do that on its behalf.

Mr M's told us he's concerned that the documents he's received may not be contemporaneous copies. But Mr M's complaint related to the way Cabot had dealt with his original request. If Mr M has concerns that the documents provided are in some way wrong or not valid Cabot will need the chance to consider a complaint of that nature before the Financial Ombudsman Service can consider it.

I'm very sorry to disappoint Mr M but I haven't been persuaded to change the conclusions I reached in my provisional decision. I still think Cabot dealt with Mr M's request fairly and reasonably. As a result, I haven't found grounds to uphold Mr M's complaint or award compensation for the service provided.

### **My final decision**

My decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 April 2024.

Marco Manente  
**Ombudsman**

