

## **The complaint**

Mrs S complains about the way PRA Group (UK) Limited have pursued her for payment of a debt they say she owes them.

## **What happened**

Mrs S had an account with a bank on which she owed in excess of £1,000. The bank sold the debt to PRA in 2012.

Up until March 2018, Mrs S was paying off the debt at £5 per month. PRA agreed to accept this arrangement when they took over the debt.

In February 2018, Mrs S wrote to PRA asking for certain documents under the Consumer Credit Act 1974. Her letter making that request said she didn't acknowledge the debt to PRA. She says she wanted to be sure PRA were legitimately asking her to pay it off.

PRA couldn't produce all of the required documents at first and had to ask the original lender for copies. In March 2018, they wrote to Mrs S to explain this and to confirm that the debt was unenforceable until such time as they could provide her with the required documents.

Mrs S says she didn't worry about the debt from that point on given that it was unenforceable. She says she heard nothing after that until she was notified that a county court judgement (CCJ) had been issued against her in March 2019.

She complained to PRA, saying they'd taken court action against her illegally for an unenforceable debt and had ignored a letter she sent to them in April 2019 - after she heard about the CCJ.

PRA admitted they hadn't responded to the April letter from Mrs S. But they denied the debt wasn't enforceable at the time they sought the CCJ.

They said they'd written to Mrs S in September 2018 to provide the copy documents she'd requested and to ask that she contact them to discuss an agreement for repayment of the debt.

They said they'd tried to contact Mrs S several times by phone and by letter after that point and before they applied for the CCJ. And they'd had no response from her.

Mrs S wasn't happy with PRA's response and complained to us. Our investigator looked into it and didn't think PRA had done anything wrong.

Mrs S disagreed and asked for a final decision from an ombudsman. She wants PRA to remove the CCJ from her credit reference record.

## **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'm not going to uphold Mrs S's complaint. I'll explain why.

Mrs S was entitled to ask PRA to produce the majority of the documents she requested in February 2018. She asked for a copy of the deed of assignment of the debt, but PRA aren't required to provide that under the Consumer Credit Act 1974.

She *was* entitled to ask them to produce a copy of the original credit agreement and copies of her account statements. And PRA were right to tell Mrs S that the debt was unenforceable until such time as they provided her with those copy documents.

PRA have provided copies of letters they sent to Mrs S - at the correct address - when they provided the copy documents in September 2018 and after that. Those letters made it clear that the debt was now enforceable. And they asked Mrs S to contact them to discuss a repayment agreement.

PRA also have records to show they tried to contact Mrs S by phone on a number of occasions to discuss repayment arrangements. Mrs S has told us she didn't answer those calls because they were from an unrecognised number.

I'm satisfied PRA bought Mrs S's debt in 2012 and are entitled to ask her to repay it. And I note they sent her a notification of assignment to say they'd bought the debt at the time.

I have to say it seems odd that Mrs S made monthly payments to PRA from 2012 to March 2018, but then decided she didn't accept the validity of the debt or PRA's ownership of it.

I'm also satisfied PRA made a number of attempts after September 2018 to contact Mrs S to discuss an acceptable repayment plan. I can't hold PRA responsible if Mrs S didn't receive the letters they sent, as she suggests - they were sent to the correct address. And I can't hold them responsible for Mrs S's decision not to answer their calls.

Given Mrs S's non-response, I'm also satisfied PRA weren't acting unreasonably or unfairly in taking court action in March 2019.

As we've explained to Mrs S, we couldn't go behind that court judgement even if we thought PRA had acted unreasonably. According to the Civil Procedure Rules, if the CCJ is to be set aside (cancelled in effect) that can only be done by the court.

And as long as the CCJ isn't set aside, it's perfectly reasonable for the credit reference agencies to report it - indeed, they have an obligation to do so. Mrs S will have to make an application to the court if she wants the CCJ to be set aside and to disappear from her credit record.

So, in summary, I can't say that PRA have treated Mrs S unfairly or unreasonably in any way in handling her debt. They've been very clear with her about when the debt was enforceable and when it wasn't - and what that meant. And they've made comprehensive efforts to contact Mrs S to agree a repayment plan.

For the sake of clarity, I should make one thing absolutely clear. Mrs S has said in her response to our investigator's view that she thinks PRA may have fabricated evidence about their communications with her.

She says there's evidence to suggest they might do this because they've told her they sent a letter to her in March 2018 to say the debt was unenforceable, but they then produced a

copy letter saying the same thing but dated September 2018. She says this shows they falsified the date on one of those copies.

I don't agree with Mrs S. I can see from the copies we have on file that PRA wrote to Mrs S twice with that message. Once in March 2018 just after they'd received her request for copy documents under the Consumer Credit Act 1974. And again in early September 2018 to say that nothing had changed as yet and they were still awaiting copy documents from the original lender.

There's no deceit here. The two letters are different letters - both sent to Mrs S's correct address by PRA. In late September, PRA then wrote again enclosing copies of the required documents.

### **My final decision**

For the reasons set out above, I don't uphold Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 19 February 2020.

Neil Marshall  
**Ombudsman**