

The complaint

Mr M disputes a debt with PRA Group (UK) Limited and feels it has treated him unfairly.

What happened

PRA says it bought this debt (relating to a credit agreement) from a credit card company in February 2012 and that it is for Mr M to repay. It says after it bought this debt it outsourced its collection to other agencies and that Mr M made monthly repayments in relation to the debt between early 2012 and February 2016. PRA says it then took on managing the debt itself and Mr M made monthly repayments to it until May 2018.

PRA accepts that due to not having the original paperwork from the time that Mr M took out the credit agreement (to have the credit card account) with the credit card company, the agreement isn't enforceable. Nevertheless it says Mr M owes it money and that it is entitled to ask Mr M to pay the money back.

Mr M says that PRA has treated him unfairly. Mr M disputes the sum owed and says PRA isn't entitled to collect the amount it says he owes it. Mr M says PRA has been aggressive towards him. He wants PRA to write off the debt or reduce the balance to an amount that it can show he owes. And he wants £100 in compensation. PRA feels it hasn't done anything wrong. Mr M complained to PRA and it said it hadn't done anything wrong. Mr M disagreed, so he complained here. The Investigator did not agree with Mr M. As Mr M remains unhappy this complaint has been passed to me to decide.

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.

PRA and Mr M don't agree to some of the key issues here. So I can only make my decision based on the evidence provided to me by the parties. In short I must decide what is most likely to have happened. Or in other words, what happened on the balance of probabilities.

Having considered all of Mr M's arguments I'm not persuaded to uphold this complaint. I say this for the following reasons.

PRA has provided the account history from when it bought the account (showing Mr M's many payments towards it) and information regarding that purchase. The credit card company has also provided its position on the matter and explains Mr M had a credit card account with it which it defaulted in 2009 and sold in 2012. PRA have shown it purchased the debt from the credit card company in 2012 and provided details of that transaction. It has also shown that Mr M made many payments towards the debt once it had purchased it. Mr M hasn't said he didn't owe the credit company and hasn't argued that PRA didn't purchase his debt from the credit company. He doesn't dispute that he made payments to PRA. So I'm satisfied Mr M has a debt with PRA.

PRA has accepted and told Mr M that due to the circumstances it cannot enforce the agreement. And it has said it has not described this account as being enforceable. It is not for this service to decide on whether or not a debt is enforceable-that is for the courts. However this service can decide on whether it is fair and reasonable for PRA to ask Mr M to pay this debt and if so how much.

PRA has provided evidence from when it bought the debt from the credit card company. It has also provided the account history from that time until the time we asked it for these details. I can also see the correspondence history and the management of the account throughout and the payments Mr M has paid and his personal details. Mr M hasn't pointed to why he thinks the amount PRA says he owes is wrong. He hasn't pointed to clearing the debt at any time or any significant payments towards it. Having considered the evidence, on balance, I'm satisfied Mr M owed £15,504.58 in March 2019 when he complained as PRA says. So I am not persuaded by what Mr M says on the amount owed and think PRA are entitled to ask him to repay the amount he owes it. The fact that PRA accept that it is not enforceable doesn't mean Mr M doesn't owe the money or that PRA cannot ask him to repay it.

Mr M says PRA has been aggressive towards him and acted unfairly. I've considered the contact history PRA has provided, the call notes, the letters to Mr M it has provided copies of and its standard letters which it says it has used. From this I've not seen any persuasive evidence that PRA has been aggressive towards Mr M. He hasn't pointed to any particular letters, calls or texts as being aggressive or unfair. And I can't see from the correspondence history any examples of him complaining about his treatment and I can see where he has called in to discuss the matter with PRA. All in all I'm not persuaded Mr M has been treated unfairly here by PRA. And I don't think it has acted aggressively towards him.

So I don't see any reason for the debt to be written off or for PRA to cease collection activity. I don't think PRA need to take any further action regarding this complaint as I'm not persuaded it has done anything wrong. I'm not persuaded he has been treated unfairly by PRA in the circumstances. So, in short, this complaint does not succeed.

I appreciate Mr M would rather not pay this debt and that he'll be disappointed by my decision. However I'm satisfied he owes PRA and that it is entitled to ask him to repay it.

My final decision

For the reasons set out above, I do not uphold this complaint against PRA Group (UK) Limited. It has nothing more to do with regard to this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 October 2020.

Rod Glyn-Thomas
Ombudsman