

## The complaint

Mr A complains that PRA Group (UK) Limited trading as PRA Group (PRA) didn't treat him fairly when dealing with his request to medically write off the debt he has with them.

## What happened

Mr A has two accounts that are currently owned by PRA the first is a credit card account that was sold to PRA in March 2022 with an outstanding balance of approximately £24,500 and the second is an overdraft balance of approximately £2,000 which was sold to PRA in January 2023.

Mr A suffered a period of ill health that led him to be unable to deal with matters and so in July 2022 his sister contacted PRA asking for them to consider significantly reducing his debt relating to the credit card and accepting £1,000 to fully settle the account. She provided medical evidence to PRA to support the request. In this letter she also requested that all future correspondence should go through her. PRA said at that time they didn't have authority to deal with Mr A's sister and so sent a consent form out for this to be agreed.

Once PRA had the authority, they needed to deal with Mr A's sister they tried to contact her by phone and left a voicemail asking her to contact them, she didn't. It's unclear why she didn't but PRA didn't attempt any further contact or progress with the consideration of the request.

Mr A's sister raised a complaint with PRA in April 2023 about the delay in giving an answer to the request. PRA upheld this complaint and offered £100 to compensate for this. They then proceeded on multiple occasions to attempt contact with Mr A's sister, asking for some further information about his financial situation, so they could consider the request that had been made. They didn't get any response to their requests, so at the end of September 2023 they let her know they were declining the request as they hadn't received the information, but they would put Mr A's account into breathing space for a period of six months.

Following this PRA sent three emails and two letters trying to reestablish contact. And when they had no response to those, in April 2025, they wrote to Mr A directly with a reduced settlement offer. Mr A complained about this to our service as he didn't feel PRA should be contacting him directly given the earlier requests.

PRA partially upheld this complaint and offered £100 to compensate for the upset they had caused by contacting Mr A directly. They explained the £100 they offered on his previous complaint was also still available – so compensation would be £200 in total for both complaints.

Mr A accepted the £200 but still wanted our service to consider things.

Our investigator thought PRA had done enough to put things right and so didn't uphold Mr A's complaint. Mr A disagreed he feels the £200 doesn't reflect the impact of PRA's actions. He has raised various things that he feels support this:

- They placed an unreasonable evidential burden of a vulnerable customer by asking for additional information
- The lack of follow up August 2022 and April 2023 was unreasonable
- Direct contact – when they had been informed future contact should be through his sister
- Other debt companies have agreed to write off debts he has with them

As no agreement has been reached the matter 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.

I realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. If I've not reflected something that's been said in this decision, it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a courtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Before beginning I'd like to thank Mr A for sharing the details of his personal circumstances with us, I realise this isn't always an easy thing to do, and I recognise that he has been going through a very difficult time.

Mr A has raised points that other debt companies have written off debts he has with them and has said that these cases have been resolved after bringing them to our service. But I have to let Mr A know that I will be basing my decision here only on the facts of this case, as I am required to. I don't know the circumstances of the other cases he speaks of nor do I need to as they have no bearing on the merits of this case.

I think it is useful here to point out that when someone asks a business to write off their debt or considerably reduce it as Mr A did here, we expect the business to consider the request fairly, taking into account the person's health and financial circumstances and the length of time it would likely take to recover the debt, before making a decision.

They may take into account other things like if there is a likelihood that a person's financial situation could improve at a later stage. Businesses are able to set their own processes and policies around when they will write off or reduce debts, and they are entitled to request whatever information they need in order to be able to assess any such request, it isn't for me to interfere with that.

There is no dispute here that PRA didn't follow up as they should have when Mr A's sister didn't respond to their voice mail in August 2022, and that this led to significant delays in them making a decision regarding the request to reduce the debt or write it off. And while I'm not diminishing this in any way, I must take account of both parties' actions. Having done so I can see that Mr A's sister didn't chase this until April 2023. If as Mr A says this delay was having a significant impact to his health, I think it would have been reasonable for his sister to have contacted PRA in the meantime to see what was happening. Once she raised the issue with them again PRA made multiple attempts to contact her for more information which she failed to respond to. Again, I would have expected her to respond if the impact of having this decision hanging over him was causing Mr A any form of distress. Because of this I think

the £100 PRA offered for their lack of follow up – was appropriate in the circumstances.

Mr A has made the point that he thinks it was unreasonable for PRA to have been asking his sister for more information as he believed they had provided enough medical information to support the request. And in asking for more information, they weren't taking account of his vulnerability at the time. I disagree, As I have explained above PRA are entitled to ask for any information they deem necessary to be able to fairly consider the request. And while I accept lots of medical evidence had been provided, no financial information had been. Mr A was asking for a substantial reduction of over £20,000 and so I think it was reasonable for PRA to want to understand what Mr A's financial situation was at the time and what the possibility of it improving in the future might be. So, I don't agree they placed an unfair evidential burden on Mr A here. And in terms of his vulnerable state at the time, I fully accept that he would have been unlikely to deal with any such request, but PRA weren't asking him to, they were asking his appointed representative – his sister, which I think was entirely reasonable in the circumstances.

When they didn't receive the information they needed, they declined the request but continued to show forbearance by placing the account into breathing space for six months, which is in line with what I'd expect.

PRA have accepted they wrote to Mr A in April 2025, when they shouldn't have, they have updated their systems to stop this happening again, other than where they have a statutory obligation to. They have paid Mr A £100 to compensate him for the upset this caused and I think that is reasonable in the circumstances. I say this because Mr A was able at that time to respond to them directly and, has been ever since then, communicating with us about the complaint without the need for a representative.

I understand that this isn't the outcome Mr A was hoping for and accept this may be disappointing for him, but my decision ends what we – in trying to resolve his dispute with PRA – can do for him.

### **My final decision**

For the reasons set out above, 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 A to accept or reject my decision before 30 December 2025.

Amber Mortimer  
**Ombudsman**