

The complaint

Mr S complains PRA Group (UK) Limited trading as PRA Group:

- Are reporting information to his credit file he doesn't think they should be
- Were rude to him in the phone call on 15 August 2023
- Are harassing him by letter, calls and text
- Didn't send him paperwork and information when he asked for it

Mr S is also unhappy the original lender, who I'll refer to as B, didn't tell him they were selling his debt to PRA.

What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements of this below, and they form part of this final decision.

As I understand it, Mr S had a credit card account with B which was opened on 28 April 2012. It fell into arrears and was defaulted on 30 December 2021. B sold the account to PRA on 18 January 2022 – and PRA say they wrote to Mr S shortly after on 20 January 2022 with a Notice of Assignment (NOA) to let him know.

Across a number of complaints Mr S raised the above issues. PRA said:

- *they were continuing to report what B had done, so didn't think they were doing anything wrong.*
- *they accepted their agent didn't handle the call well but didn't think their agent had been rude. They credited £50 to Mr S' debt in recognition of this.*
- *they didn't think they were harassing him.*
- *they said they'd provided to Mr S everything B sent them.*

In respect of B selling the account, PRA said the account terms and conditions it says B can sell the account anytime – so said B had sold the account on to Mr S correctly.

Unhappy with this, Mr S asked us to look into things.

Our Investigator ultimately found PRA didn't do anything wrong with the reporting to Mr S' credit file. But they did think the call of 15 August 2023, general contact, and paperwork should all have been handled better by PRA. So, he upheld the case and felt a total award of £300 – taking into account the £50 – was fair. Our Investigator also explained we can't hold PRA responsible for any actions of B – such as selling the account to PRA – but found PRA had sent a NOA to Mr S to tell him about the account sale.

PRA accepted most of the outcome – but disputed their contact with Mr S had been excessive. They felt a payment of £200 plus the £50 they'd already reduced the account debt by was fair.

Mr S also disputed matters, saying, in summary using my own words:

- *The credit file information is still incorrect*
- *The service on the call of 15 August 2023 was unacceptable*
- *PRA's contact over several weeks was excessive*
- *They didn't provide a copy of the credit agreement*

Mr S quoted some rules and guidance set out by the Financial Conduct Authority ((FCA) including the Consumer Credit Sourcebook (CONC). He didn't think the recommended £300 compensation reflects the distress he's experienced over an extended period of time.

So, as neither party accepted our Investigators outcome the complaint's been passed to me to decide.

Mr S has a separate complaint against B for irresponsible lending. In a separate decision I've decided Mr S brought that complaint too late. I'm unaware if he's made any other complaints to B, but there are issues he's raised to PRA which are the responsibility of B not PRA. I've mentioned them where appropriate.

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 think it's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected something or answered that's been said 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 discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

B sold Mr S' account without telling him

Mr S says legally B had to tell him they were selling his account.

PRA say they did by sending the NOA so didn't think B had done anything wrong.

I think it's worth explaining PRA are the party responsible for notifying Mr S of the sale – not B. That's set out in CONC 6.5.2.

I can't decide if B did or didn't do anything wrong – as this complaint is only against PRA – if Mr S wants to pursue a complaint about B for this issue and hasn't already raised it, then he may want to contact them.

But, focusing on PRA's responsibilities as I've said they had to send the NOA to Mr S. I've seen a copy of the NOA and there is no indication it wasn't sent as required.

Why he didn't receive it I don't know, but I can only hold PRA responsible for their actions – and the evidence I have shows it was sent to Mr S when it should have been. So, I don't uphold this part of Mr S' complaint.

PRA are reporting information to Mr S' credit file he doesn't think they should be

Mr S has raised concerns about a default being reported on his credit file, as well as missed payments.

PRA have said they've just taken over the reporting from B, so are continuing it and aren't doing anything wrong. They quoted some guidance by the Information Commissioner's Office (ICO) which says:

One of my defaulted accounts has been sold on to a debt collection company. This debt is now appearing twice on my credit file. Is this right?

If it is clear from looking at the two entries that they relate to the same account, with the same default date and balances and the original debt is clearly showing as settled then it is likely that we would consider this to be fair in terms of the data protection law. However, if the entries are recorded on your credit file in a way that may look like they are two different debts, or that could make the debt remain on your credit file for longer than six years from the date of the original default it is unlikely that we would consider this to be fair.

It's unclear to me if the default is being reported twice – if it is, then as long as it's in line with the above guidance I'd be satisfied that's fair. If Mr S wants to dispute this, I'd ask him to provide a full copy of his credit file in return so I can consider this.

Mr S has referred to the default as being unfair because B lent irresponsibly. I've already explained I've found our service can't decide if B did or didn't – so, in the circumstances, it's not unreasonable for PRA to rely on B telling them the account had defaulted. And it's not PRA's responsibility to investigate this further unless there was clear evidence it had been defaulted unfairly. To date, I haven't seen anything to suggest that.

In respect of missed payments, typically they'd take place before a default. So, again, were more likely than not applied by B to Mr S' credit file meaning PRA aren't responsible for this. Again, if Mr S wants to dispute this, I'd ask him to provide his full credit file in return so I can consider it further. Otherwise, as things stand, I don't uphold this complaint point.

The phone call on 15 August 2023

Mr S says the phone call on 15 August 2023 shouldn't have happened, the agent was rude to him and should have ended as soon as he said he was abroad. The call also ended abruptly, and PRA didn't call him back.

PRA say the call wasn't handled as well as it could have been but didn't accept their agent had been rude. And in respect of the call back, PRA noted Mr S' preference was not to receive calls at this time – but they accepted they could have emailed him asking if he wanted a call back.

I don't think the call being made in the first instance on 15 August 2023 was wrong – because the complaint had been answered and the hold applied to the account at that time had ended. Mr S didn't know this, because he was away and PRA had sent him a letter. PRA didn't know this, so couldn't have known Mr S hadn't seen the complaint outcome.

Mr S was clear in saying he wanted PRA to email him within the first 90 seconds of the call and in hindsight I'm sure PRA's agent would accept he should have ended the call at this point. During the call, Mr S' communication preference is set as contact only by email rather than phone calls.

Mr S at times asks PRA's agent questions but then won't let him speak. Ultimately, the agent gets his manager and passes him over to Mr S.

At this point, although I can hear Mr S on the call when the manager comes on the call she doesn't get very far before the call ends. Why it ends I don't know if it was PRA or Mr S – but I agree given the content of the call an email could have been sent to Mr S to ask if he

wanted to speak to the manager further or not. I also think it'd have been helpful at this point to email a copy of the complaint outcome, as well as confirmation Mr S' communication preferences had been updated to email. I don't think PRA's agent handled the call particularly badly, I do think he was genuinely trying to help Mr S. But, I think Mr S had a fundamental misunderstanding about why PRA were allowed to buy his account which caused a problem on the call. So, I'll be upholding this part of Mr S' complaint, but taking into account I don't think PRA handled everything badly.

Are harassing him by letter, calls and text

Mr S said PRA continue to contact him by phone, even after he's told them they shouldn't.

PRA said on 15 August 2023 they updated his contact preferences to not receive phone calls. But this was reset on 9 March 2024 as they'd not heard from him since the email of 12 October 2023. They said on 11 March 2024 they updated his preferences again, and since then have only been in contact by email.

We got a copy of the internal notes from PRA from account opening up to 21 April 2025.

These notes show:

- Between 20 January 2022 when PRA first took over the account to 12 June 2023, they received no contact from Mr S despite many attempts to reach him. Mr S' email on this day was to dispute the account. PRA acknowledge 13 June 2023, say they've put the account on hold and passed it over to the complaints team.
- On 11 July 2023 PRA reply to Mr S' complaint, not upholding it, and giving him until 10 August 2023 to get back in touch regarding a payment plan.
- The next action was the call on 15 August 2023 which I've set out above – following that Mr S emailed PRA 5 September 2023 raising further concerns about the account. This was dealt with as a complaint.
- The reply was sent 10 October 2023 and applied a further hold on the account until 8 January 2024. I can't see any calls or attempted calls during this time.
- Mr S and PRA exchanged a few more emails – the last being from Mr S on 12 October 2023.
- After the hold ended PRA emailed Mr S multiple times – in line with his preference – and received no reply. On 9 March 2024 they updated his preference to include phone calls as well as texts.
- On 11 March 2024 Mr S is reached by phone but says he doesn't want any calls and this breaches General Data Protection Regulations (GDPR).
- Mr S raised a further complaint on 22 March 2024 which was addressed 2 May 2024. In response, Mr S says he doesn't accept the outcome but will arrange to set up a repayment plan online.

I can see our Investigator felt PRA's contact was excessive – and quoted 28 March 2023 as a relevant example of this excessiveness.

PRA disputed this – saying Mr S hadn't been in touch with them at all after they took over the account. And then when they did put his preferred method of contact in place he didn't reply to them.

I can't decide if this breaches GDPR, as I can't decide if PRA have broken the law, but I can decide if I think PRA have acted fairly or not. While I understand receiving a call a day will

feel frustrating – along with some texts and letters – I think it's difficult for me to fairly say this is excessive contact.

I say that because Mr S hadn't engaged with PRA – at all – until around 17 months after they first tried to contact him. Given the debt was close to £15,000 with no repayment plan in place, I don't think one contact a day by phone – plus some texts / letters which were sent much less frequently – is excessive.

So, I won't be upholding this part of Mr S' complaint.

Didn't send Mr S paperwork and information when he asked for it

The information Mr S asked for is:

- *Copy of the contract between himself and B (by which I've understood he meant a copy of the credit agreement)*
- *Initial contract start date*
- *First payment made to B's account made by him*
- *Amount of that first payment*
- *Letter from B confirming they've sold the account*

The first time I can see Mr S asked for this information was 5 September 2023. The evidence on file shows B told PRA on 18 September 2023 they'd provided 'short form cancellation', 'historic terms and conditions' and 'varied terms and conditions'.

Mr S said he still hadn't received the documents in an email 10 October 2023. Two days later, PRA said they'd provided a copy of the credit agreement, which includes the terms and conditions – as well as statements. They also attached a NOA which confirmed B had sold the account to PRA.

This is probably all the information I'd expect PRA to provide to Mr S. The first payment date and amount isn't likely something PRA would necessarily be able to get from B given the account was opened in April 2012. I say that because B are unlikely to have records going back this far. It's also unclear why Mr S wanted this information.

So, if PRA had given Mr S the copy of the credit agreement, plus terms and conditions and NOA on 12 October 2023 that'd be fine. But, they didn't provide the copy of the credit agreement until May 2025 – close to two years later. So, I'll be partially upholding this complaint.

Putting things right

In summary then, I don't uphold Mr S' complaints about him being told about the debt being sold, reporting to his credit file, and excessive contact with him.

I do though uphold or partially uphold his complaints about the phone call, and the provision of the credit agreement.

PRA think an offer of £200 – plus the £50 they've reduced Mr S' debt by already – is a fair way to resolve the complaint. Thinking about everything, I'm satisfied that's a fair figure.

PRA have said the £50 was credited to Mr S' debt to reduce it – but they're happy to pay it to him directly if he'd like that – but that'll mean his debt increases by £50. If Mr S accepts this outcome, he should let our Investigator know whether he wants to be paid the £50 directly or not. If Mr S is silent on this point, I'll assume he's happy for the £50 to remain credited against his debt. The £200 must be paid to him directly though.

Responses to my provisional decision

PRA accepted my provisional decision.

Mr S said he didn't think the £200, plus £50 credited to his account, was enough. In summary his reasons for this, along with the sections of CONC / the dispute resolution rules (DISP) he's quoted: are:

- The failure to provide key documents lasted two years, and this is a significant time which impacted his ability to assess, challenge and resolve the debt. CONC 13.1.6G and 13.1.4R.
- PRA changed his communication preferences in March 2024 without his consent. CONC 7.9.4R and CONC 7.9.7G.
- The seriousness of PRA not ceasing the call on 15 August 2023 shouldn't be underestimated. CONC 7.3.4R.
- The emotional distress has been over a prolonged period, so the redress doesn't reflect that. DISP 3.7.3G.
- In other cases of serious communication failures recommended a full waiver of the debt, or at the very least a substantial increase in compensation, so that should happen here.

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.

Failure to provide key documents

I agree with Mr S that PRA failed to provide key documents for an extended period of time.

CONC 13.1.6G talks about whether the account is or isn't unenforceable. This isn't a point Mr S has previously raised to PRA – so it isn't something I can consider. If Mr S wants PRA to consider whether his account is / was unenforceable, he'd need to complain to them in the first instance. I should explain though, in general terms our service can't decide if an account is unenforceable or not – only a court can decide that.

CONC 13.1.4R talks about the provision of the credit agreement. Mr S says the length of time it took to provide this prevented his ability to assess, challenge or resolve the debt. Mr S suggests a delay of nearly two years can't be considered an administrative failure.

I understand Mr S' point about the provision of the credit agreement – but although I've looked at PRA's actions I also need to carefully consider the impact on Mr S.

In deciding that, I needed to take account of Mr S not engaging with PRA for nearly 18 months from when they first acquired the debt. And I can't ignore that after they gave Mr S a copy of the information they'd received, he didn't query this or follow it up to explain its importance to him. If, as he says, it was causing his extreme distress in not receiving all the

documents he'd asked for, I'd expect to see lots of contact asking for it over an extended period of time. But, I don't have that.

For this reason alone, I've not seen anything to suggest I should increase the compensation.

Change of communication method in March 2024

On 15 August 2023 Mr S asked for email contact only but then says PRA changed this in March 2024 to phone contact.

Mr S has quoted CONC 7.9.4R which says:

A firm must not contact customers at unreasonable times and must pay due regard to the reasonable requests of customers (for example, customers who work in a shift pattern) in respect of when, where and how they may be contacted.

And CONC 7.9.7 which says:

When contacting a customer:

(1) a firm must ensure that it does not act in a way likely to be publicly embarrassing to the customer; and

(2) a firm must take reasonable steps to ensure that third parties do not become aware that the customer is being pursued in respect of a debt[Note: paragraph 3.7q of DCG].

I disagree that PRA have gone against CONC 7.9.4R. This says PRA must not ignore Mr S' reasonable requests for how to be contacted. I think it's fair to say that a reasonable request for contact includes that person being contactable on the method they've asked for. I don't see how it can be right or fair to say PRA have done something wrong when following Mr S' communication preferences, but he doesn't reply to PRA when they do so.

And I'm unclear on how phoning Mr S would likely be publicly embarrassing or make a third party aware of the debt.

Overall, I can't reasonably say PRA changing their communication method against Mr S' wishes when he ignores contact by his preferred method means PRA have done anything wrong. So, I won't be increasing the compensation for this reason either.

The 15 August 2023 phone call

Mr S says the seriousness of this call not being ended when he asked shouldn't be underestimated and has quoted CONC 7.3.4R which says:

A firm must treat customers in or approaching arrears or in default with forbearance and due consideration.

Mr S' account had already defaulted, and he'd not discussed the possibility of making any payments with PRA at this point, so I'm unsure how this applies to Mr S' circumstances. That said, I have agreed the call wasn't handled as well as it should have been.

I referenced it in the provisional decision – at times Mr S continued the call and was asking questions. So, against that context, although PRA could have handled things better, I'm satisfied the £50 they offered for this remains a fair outcome.

The emotional distress has been over a prolonged period

Mr S says because of how long things have been going on the compensation should be increased and he's quoted DISP 3.7.3G saying redress must be fair, consistent and proportionate to the harm.

DISP 3.7.3G relates to transitional orders – broadly speaking where the complaint would have been dealt with under a former scheme. This doesn't apply to Mr S' complaint, as his concerns are recent, and the former schemes mostly ended in November 2001.

But, in broad terms, Mr S is right about how I should be deciding compensation. I'll cover that in the next section.

Overall decision on compensation

Mr S has categorised his complaint as one of serious communication failures and serious delays. As such, in line with other cases like this, says the debt should be written off or at the very least a significantly increased compensation amount should be awarded.

I disagree with Mr S' categorisation of the complaint. Clearly it's not good PRA made an error in sending on the wrong documents, but the way our service assesses compensation is based on the impact to the individual.

Based on what I've seen, Mr S hasn't demonstrated there has been any significant impact. As I've said above, if he'd been chasing PRA every week for the correct information as an example, it'd be hard to argue the impact isn't more. But, here, it seems to me when PRA weren't in touch with Mr S for the most part he accepted that – as he's rarely proactively contacted PRA himself since January 2022 when they took over his account.

My final decision

I uphold this complaint and require PRA Group (UK) Limited trading as PRA Group to:

- Pay Mr S £200
- Remove £50 from Mr S' outstanding debt and pay it to him directly if he requests that

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 October 2025.

Jon Pearce

Ombudsman