

The complaint

Mrs W complains PRA Group (UK) Limited have taken payments for a debt they shouldn't have and can't prove they had authorisation to do so.

What happened

Mrs W has two debts with different companies – I'll refer to them as A and F. I've addressed our ability to answer her complaints about F in a separate decision.

This decision only concerns A – and Mrs W raised her concerns to PRA about them taking £10 a month by a continuous payment authority (CPA) when she was disputing the debt. Mrs W says the debt is unenforceable so all the money paid should be refunded.

PRA say they discussed with Mrs W about her paying £10 a month by direct debit, but when they asked her for the account details, she didn't provide them. So, they couldn't take the payments by direct debit. But, their system records show a CPA had been set up on their website on 1 March 2024. PRA added this could only be set up by someone with access to Mrs W's card details and access to Mrs W's online PRA account. They also said the account was deemed unenforceable at one point, but they now consider it's likely enforceable. Overall, they didn't think they'd done anything wrong.

Unhappy with this, Mrs W asked us to look into things – referring to the Financial Conduct Authority's (FCA) Consumer Credit sourcebook (CONC). Mrs W also felt PRA's responses to her were dismissive.

One of our Investigators considered things and found it was more likely than not Mrs W had set up the payment herself.

Mrs W didn't accept this. In summary she said:

- PRA have failed to prove she set up the payment – which is concerning because CONC says firms must ensure customers are fully informed and that express consent is granted for recurring payments and PRA didn't do this
- PRA have previously acknowledged the debt is unenforceable so they shouldn't have continued taking payments during that time
- PRA's tone in correspondence was often dismissive, condescending and has contributed to her worsening mental health

As Mrs W didn't agree, her complaint's 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 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 or answered something 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.

I'd like to say how sorry I am to hear of the health challenges Mrs W has explained. I thank her for doing so and she has my genuine sympathy for the difficulties she's experienced. But, being impartial means I need to look critically at the evidence before me to reach an outcome. And I can only require PRA to take action if I think they've done something wrong.

Mrs W has referred to two parts of CONC in support of her complaint about the CPA – saying these require firms to ensure customers are fully informed, and that express consent is obtained for recurring payments.

CONC 7.6 relates to CPAs – I've not reflected it all here because it's got 17 different points. But, broadly, what Mrs W has said is accurate in that PRA do need to make sure Mrs W knew what she was signing up to, and that consent was obtained for the CPA.

With that in mind, I've looked at what's happened.

On 29 February 2024 Mrs W said in an email to PRA “...and I can manage to pay £10 per month on the other account is this ok. Can you set up direct debits for me please aswell (sic) to come out on the 1st of every month”

PRA replied and asked for Mrs W's bank details – but their notes don't show Mrs W replied. PRA's internal system has recorded a CPA was set up for £10 a month on 1 March 2024, and they've said only Mrs W could have done this. Mrs W disputes setting up a CPA and says PRA's evidence at this point isn't sufficient.

Where information is incomplete, or contradictory, as it is here, I'm required to decide things based on what I think is more likely than not. To do that, I'll take into account all of the evidence I do have.

Here, Mrs W was asking PRA on 29 February 2024 to set up a direct debit to take a payment of £10 a month – and they replied asking for her account details. The very next day, someone has logged into Mrs W's PRA online account, and using Mrs W's card details set up a payment for £10 a month to a debt she owes.

While I appreciate PRA may not be able to provide a lot of data to 'prove' this was Mrs W – as I've said, I'll need to decide what I think is more likely than not.

Given the above chain of events, I'd have to accept that someone other than Mrs W logged into her online account with PRA. I'd then also have to accept that person used Mrs W's card details, to pay a debt in Mrs W's name. I'd also have to accept that person knew the amount Mrs W wanted to pay – given she'd been discussing it with PRA – so they'd also have needed access to her emails to do this.

I can't rule out that someone has fraudulently done this, as I simply can't know for certain. But, taking all of the above information into account, I'm satisfied it's more likely than not Mrs W was the person who set up the CPA. In doing so, I'm satisfied she'll have accepted this meant PRA would be taking payments from her account for the foreseeable future.

And while I've noted Mrs W's concerns about the account being unenforceable, this isn't something I can decide – only a court can. Just because an account may be unenforceable it doesn't mean there isn't a debt that PRA can't legitimately accept payments for. And although PRA may have continued taking payments when the account was treated by them

as unenforceable, I've not seen anything to suggest they misled Mrs W into making those payments.

Finally, I've noted Mrs W's concerns about PRA's communication, but I can't agree. Mrs W feels very strongly about what's happened, but I think PRA's communication has remained professional as I'd expect.

My final decision

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 9 December 2025.

Jon Pearce
Ombudsman