

The complaint

Mr G complains PRA Group (UK) Limited:

- Didn't review his financial details properly and unfairly turned down his offer to settle his debts with them.
- Asked him to provide his financial information again when he'd provided it before.
- Their response to the complaint wasn't good enough and didn't evidence anything they'd said.
- When he asked for evidence, this wasn't explained so he couldn't understand it.
- The evidence sent didn't show PRA were justified in calling him every day over a specific period of time – and calling him every day was harassment.

What happened

As I understand it Mr G had two accounts with a lender I'll refer to as N. I understand these accounts were defaulted in April 2010 with a total outstanding balance of £3,357.34. The accounts were sold to a debt purchaser, and currently PRA are servicing the accounts.

Mr G raised the above complaints to PRA over a period of time.

In PRA's response on 1 October 2024, they said:

- They'd noted Mr G had made an offer to settle his accounts across March and April 2024, and they'd fairly turned down the offer initially, but said they'd review it if he provided his bank statements.
- Mr G did provide his bank statements, but they didn't then reconsider his offers taking them into account. For this they upheld his complaint and offered £50 compensation.
- They added they'd be happy to reconsider a settlement offer but would ask for an updated income and expenditure (I&E) form, plus recent bank statements, as they said a lot can change in six months.
- They added they'd placed the account on hold for 30 days, and noted Mr G's preference for email and letter contact only but said if they can't reach him through these contacts then they'd reserve the right to use all methods of contact. They added this is typically done after 60 days of no communication.

In PRA's response on 11 April 2025, they said:

- They could see they'd previously updated Mr G's contact preferences to say he didn't want phone calls, but they hadn't been able to reach him, so calls were reinstated.
- They'd now updated his preferences, but calls will be reinstated again after 60 days if contact isn't maintained.
- They thanked Mr G for offers of £100 to settle each account, but it's below what they could accept.
- The reason they were calling was to get an update on Mr G's circumstances and find out how he wanted to proceed.

- Overall they felt they'd not done anything wrong as they said they had a legitimate reason to be in touch.

In PRA's response on 25 April 2025, they said:

- They'd provided copies of emails sent to each account, and they didn't think these could be considered excessive or harassing.
- They'd reviewed the previous response and agreed with it, so wouldn't be overturning it.

Unhappy with PRA's responses to his complaints Mr G asked us to look into things. In doing so Mr G explained his circumstances hadn't changed from the first round of financial information he'd given them in April 2024 to when they next asked for it and asked them to use that – but they refused. Mr G said a few months went by, and then they started calling him every day, and only stopped when he complained. He told us he'd asked for clarification of what the information sent to him meant, but PRA didn't explain their jargon so he didn't understand.

During our investigations, PRA made a further settlement offer to resolve the accounts with a payment of £1,166.32. PRA also provided their internal notes, which show Mr G accepted the £50 offer and PRA paid it to his nominated bank account. Our Investigator put PRA's settlement offer to Mr G, which he didn't accept. Our Investigator then assessed Mr G's complaint, and overall felt the £50 compensation, plus the settlement offer, was a fair way for this matter to be put right.

Mr G didn't accept this. I've summarised what I think are his key points in my own words:

- PRA can't possibly have a legitimate reason to call him every day
- He's told them to contact him only by email and letter but they're calling him when they shouldn't be
- He doesn't have the means to repay the debt, so what are they hoping to achieve by calling him other than to harass him
- We'd failed to properly consider his I&E just like PRA
- He'd shared his medical diagnosis with PRA which he didn't have to

Overall, Mr G felt we'd reached the wrong outcome, so the 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.

Settlement offers

Mr G says he's made suitable offers to PRA, and they've unfairly turned them down.

PRA have said the offers Mr G has made aren't sufficient for their purposes, they did make counter offers, but he's not accepted them.

As a starting point PRA aren't required to accept any offer in settlement of a debt. I can see Mr G believes PRA bought the account for a very small amount, and his offers would generate a profit for them. Whether that's true or not I don't know, but I it doesn't change the position.

From everything I've seen Mr G accepts the debts are his, and PRA would be entitled to ask for full repayment of the debts.

But I'd also expect PRA to take into account all of Mr G's known circumstances when deciding whether to accept his offer or not.

In the conversations in March and April 2024, Mr G provided an I&E and his bank statements. Mr G told PRA when doing so he receives a Personal Independence Payment (PIP) and he'd been told by a debt charity this shouldn't be counted as income.

Mr G says when PRA reviewed his I&E and bank statements, they'd counted his PIP as income incorrectly, and he's said our Investigator made the same mistake.

Whether this should or shouldn't be counted isn't something I think it's necessary to offer an opinion on. I say that because even in a scenario where Mr G can't afford to repay anything then PRA still don't need to accept a lower offer than they'd want.

The initial offer Mr G made was £300 in total - £150 towards each of the debts. His final offer is £100 for each of the debts. With the total offer now of £200 set against an outstanding debt of £3,357.34, this represents around 6% of the balance.

In the circumstances, I'm satisfied it's fair for PRA to have turned this offer down. What I'd expect PRA to do is to offer a hold for an extended period of time, to then review matters later on in case his financial circumstances improve.

In keeping with this, I don't think it's unreasonable for PRA to have asked Mr G to provide further information several months later to check his financial position hasn't changed. So, I don't think PRA have done anything wrong on this point.

I've seen PRA said they'd consider putting Mr G's accounts on hold for 6-12 months to then reassess his circumstances at the time. I think that's a fair way for PRA to be dealing with Mr G's account. It's unclear to me if Mr G is aware of PRA saying this, but even if he wasn't, I don't think this would have changed anything because he has made it clear he thinks they should accept his offer of settlement.

I'm aware Mr G says his circumstances aren't going to change, but he's not provided PRA with the information to show this.

Typically, this would be an updated I&E if it's been a while as I've set out above. And would usually also include someone's health information – because usually the reason someone wouldn't be able to improve their financial situation is because they can't earn money through employment.

Mr G hasn't shared all of his health information with PRA or us but says he's shared his diagnosis with PRA. It's absolutely his right to only share what he wants to. He doesn't have to share anything if he doesn't want to and should never feel pressured into doing so by PRA or any other financial business.

But I'm not persuaded PRA are fully aware of the reasons why he's said his financial circumstances won't change, which limits their understanding of his whole circumstances – and as such limits the options they might be able to offer him. And, without knowing his full circumstances, I think PRA saying they'd contact him again in 6-12 months is fair – because they can't know his circumstances won't have changed for the better, even if Mr G does know that at this point.

PRA have accepted their handling of Mr G's initial contacts wasn't done as it should have been – and made an offer of £50 which Mr G accepted. I'm satisfied this is a fair reflection of their handling of matters, so I don't require PRA to do anything more on this point.

What about M's offer of settlement?

Mr G has said M made a settlement offer which was in the low hundreds, and if that offer could be reinstated, he'd accept it.

In reviewing PRA's notes, I've seen reference to Mr G's account being passed to M on 3 March 2022. It's not clear from these notes if an offer was made. PRA's notes go on to show Mr G then raised a dispute about the account in October 2022. It seems Mr G was disputing ownership of the debt at this time – which has since been resolved. I can't see an offer was made, but I've still thought about what if M did – and I've decided it wouldn't change anything.

I say that for largely the reasons I've given above, PRA can decide whether to accept an offer or not. PRA can make offers of different amounts, direct or through an agent. If the offer is accepted, then I'd expect them to honour that if it was a legitimate offer. If the offer isn't accepted, then it'd be PRA's decision whether to reinstate it.

So, even if M did make an offer – which I can't see they did – I wouldn't say PRA are acting unfairly by not reinstating it.

Have PRA harassed Mr G

Mr G adds PRA calling him every day isn't going to change his financial position; it's just going to add to his stress which impacts his health. Mr G says this is harassment by PRA.

PRA say Mr G hadn't been in touch with them about his debt, so they weren't doing anything wrong in contacting him – and felt they were allowed to phone him every weekday.

As a starting point I can't decide if PRA have harassed Mr G, only a court can do that. But I can decide if I think PRA have treated Mr G fairly in how they've contacted him.

In their complaint response on 1 October 2024 PRA told Mr G they wouldn't be accepting his settlement offers, and they'd place the account on hold until 31 October 2024. They said if they'd then not heard from Mr G, they'd get in touch to ask him about his intentions towards the balance.

I think at this stage it's sufficiently clear PRA are expecting Mr G to either make an increased settlement offer they might accept or propose repayments towards the debt.

PRA's notes show they wrote to Mr G on 13 November 2024 and 16 January 2025. This also shows emails sent 16 December 2024, 6, 13, 22 and 29 January 2025 as well as 5 and 12 February 2025. PRA's notes show there was no contact from Mr G during this time.

Mr G has asked PRA to only communicate by letter and email – and he’s said he asked if sending an email, that it couldn’t be a generic one. PRA said they would contact him by letter and email, but if they couldn’t reach Mr G after 60 days then they’d call him. PRA actually left it between 31 October 2024 until 13 February 2025 before they then began calling him. So, I don’t think they’d done anything wrong in then getting back in touch by phone – before Mr G wasn’t replying to their other contacts through his preferred methods of communication.

I’m aware Mr G has concerns over the content of the letters and emails – suggesting none of these said he needed to get in touch with PRA.

I’ve not seen a copy of all of these documents sent at this time – although Mr G has provided one email sent in February 2025 which he says doesn’t say if he doesn’t make contact then PRA will call him daily.

I wouldn’t expect it to – this is a standard email PRA will send to their customers when there isn’t a repayment option in place. The email does start with ‘we’ve been trying to get in touch...’.

So, I agree with Mr G this doesn’t say they’ll call him every day but, as I’ve said, I wouldn’t expect it to. In their outcome of 1 October 2024, I’m satisfied PRA made it clear Mr G needed to get in touch with them to repay his debt, and I’ve seen nothing to suggest he did. So, although I’ve not seen copies of all the emails and letters sent to him between then and when they started phoning him, I don’t think I need to. I wouldn’t have expected them to tell him they’d phone him daily if he didn’t get in touch. And they did tell him if he didn’t get in touch to discuss next options, they would contact him – and if he didn’t reply using his preferred method of contact then they’d use other methods.

I should add I’ve also not seen Mr G asked PRA to send him bespoke emails – but I also wouldn’t necessarily think that’s reasonable to do. If PRA are contacting Mr G, I don’t think it’s unreasonable for PRA to expect him to reply to their contact.

I’ve seen from PRA’s internal notes they reset Mr G’s contact preferences – meaning they’d now call him - on 12 February 2025. The notes show calls were then made the following day, and every weekday, until 26 February 2025 – a total of ten consecutive weekdays.

During this time, I can also see PRA sent Mr G texts on 13 and 21 February 2025, as well as a letter on 27 February 2025.

Mr G complained about PRA’s contact on 26 February 2025 by email which was logged on PRA’s systems 28 February 2025. The same day PRA logged Mr G’s contact, they also emailed him to confirm they’d stop phoning him and had put his accounts on hold while they’d passed his comments over to their complaints team.

I can understand why Mr G would be so frustrated with contact from PRA every day, but I don’t think it was wrong of them to do so.

I say this because Mr G has an outstanding debt with PRA, which he accepts is validly owed. PRA had received settlement offers from Mr G which they’d turned down – fairly in my opinion as I’ve explained – so as things stood at this point Mr G hadn’t made any repayment proposals.

So, from PRA’s perspective, they had a validly owed debt without anything to show how the debt was going to be repaid. Other contact they’d been making with Mr G hadn’t generated a response from him, and I’m satisfied at this time Mr G knew PRA wouldn’t accept his offers. PRA had also told Mr G how they could reconsider things – which was for him to provide

updated information – but he chose not to do so. In view of all this, I don't consider daily contact to be unreasonable, given all previous attempts hadn't generated a reply.

Ultimately, it's down to Mr G what he decides to do. I'm aware he's previously referenced a DRO. I can't provide him with any advice; although I can see he's aware of companies he can contact to discuss this.

At this point, without an updated I&E showing Mr G can't afford to pay anything, and unless Mr G provides his health information, I wouldn't expect PRA to never contact him again about the debt. If Mr G provides an updated I&E taking everything into account which shows he can't afford anything, then I'd expect PRA to honour their previous offer of not contacting Mr G for 6-12 months. This would then allow Mr G time to decide what next steps he'd like to take.

But I want Mr G to be aware if he doesn't put anything in place to either start repaying this debt or show PRA he can't currently afford to repay anything, then it's likely PRA would continue to contact him for all the reasons I've mentioned above.

PRA not providing evidence and explaining their emails

Mr G says after complaining about PRA's contact, they should have sent him evidence and then explained it when he asked.

PRA said they'd shared the relevant information with Mr G when asked.

It seems the reason Mr G wanted these documents is because he disputed they'd specifically asked him to get in touch. But, as I've explained above, I think it's fair to say PRA would have reasonably understood Mr G knew he'd have to get in touch. So, I don't think they've done anything wrong on this point.

I understand Mr G is frustrated PRA wouldn't provide clearer explanations for some of the jargon they've used. But, I still don't think that changes anything, given overall I'm satisfied PRA have treated Mr G fairly taking into account the information he's given them.

My final decision

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 March 2026.

Jon Pearce
Ombudsman