

The complaint

Mr C complains PRA Group (UK) Limited have unfairly said they won't write off his debt and they asked intrusive questions.

What happened

As I understand it Mr C took out a credit card account with a lender which was ultimately sold to a debt purchaser. PRA are now servicing the account.

Mr C asked PRA to consider writing off his debt on health grounds, and when they said they'd like bank statements he complained. Mr C has said asking him for bank statements is an intrusive request.

PRA said Mr C had asked for his account to be written off on 21 August 2025, and initially they told him they wouldn't be prepared to consider his request without him providing bank statements. PRA explained why they didn't think they'd done anything wrong but had also said they'd discussed Mr C's case with their sensitive support team. Having done so, they agreed to consider Mr C's write off request without bank statements.

Unhappy with this Mr C asked us to look into things. When doing so he referred to PRA not following Consumer Duty, and said PRA had breached their obligation to make reasonable adjustments under the Equality Act.

In the meantime, PRA let us know they'd chosen not to reconsider his request without his bank statements being provided.

One of our Investigators considered things, and overall found PRA hadn't done anything wrong.

Mr C didn't accept this. In summary across different responses, he said:

- The facts prove his health has worsened due to the ongoing stress of this debt – and this needs to be taken into account
- Continuing to pursue the debt isn't a reasonable adjustment and prolongs his crisis
- As a vulnerable customer, being forced to repeatedly prove his situation by providing bank statements is intrusive and exacerbates his condition
- He's referred to the Financial Conduct Authority's (FCA) guidance for dealing with vulnerable customers

Overall, Mr C asked for his concerns to be considered fully taking into account the new evidence of his health change. Mr C also provided an outcome from our service regarding a complaint against a separate lender. 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.

Mr C has made it clear his concerns are PRA have breached the Equality Act 2010 because asking him for statements is a disproportionate, intrusive and unnecessary barrier. He says this is a clear failure to make a reasonable adjustment and they've discriminated against him.

I need to make Mr C aware I can't decide if PRA have or haven't breached the Equality Act – I also can't decide if they've discriminated against him. If Mr C wants a ruling on this, he'd need to seek legal advice about his options as only a court can decide this.

What I can do is decide whether PRA have acted fairly and reasonably – taking into account Consumer Duty, as well as the FCA's guidance for dealing with vulnerable customers. I wanted to make it clear that all of the guidance Mr C has referred to regarding vulnerability means someone shouldn't be treated less favourably as a result of their circumstances. So, in effect, they should be given the same service, and the same access to services, as someone who may not be considered to be vulnerable.

There is nothing I'm aware of – in any of the guidance Mr C has referred to or elsewhere – which requires a company to write off a debt in any specific circumstances.

So, this means it's generally down to the individual business to decide if they think a debt should or shouldn't be written off – and whether they've acted fairly in doing so. This is something that'd apply to all customers whether they're vulnerable or not.

We'd usually say it's fair and reasonable to write off someone's debt if their financial position is such that they can't afford to repay the debt – and there is evidence that's unlikely to ever improve.

I understand Mr C has seven current accounts, and PRA would like to see statements for them to help them gain a clear understanding of his financial circumstances.

Given there is no requirement for PRA to consider writing off the account, then it follows it's not prohibited for PRA to ask whatever they think is reasonable.

I know Mr C has said providing the bank statements is more difficult for him because of his health, and I'm sorry to have heard how this impacts him. But I can't find PRA are doing anything wrong in asking him for the statements to get a clear picture of his finances. It's not something Mr C is incapable of doing as I understand it, and PRA don't have to write off his debt under any circumstances – so saying they're prepared to consider doing so is more than they're required to do.

At this point in time, PRA have made it clear they'd reconsider Mr C's write off request if he provided his bank statements. So, it's up to Mr C if he wishes to. Given Mr C's comments about the difficulties for him regarding this, he may wish to discuss what options his current account providers offer to support him in providing the statements.

If matters change regarding Mr C's health, then he could ask PRA to reconsider their decision.

I have noted Mr C's comments on an unrelated case he's brought to our service about how a lender has treated him. But, I don't think this changes whether PRA have or haven't treated him fairly – as this complaint is about different events.

I've thought carefully about all of Mr C's circumstances – while taking into account Consumer Duty as well as the FCA's guidance on vulnerability. I do genuinely have sympathy for Mr C, but I can't find PRA have done anything wrong in saying they'd like bank statements before considering whether to write off his debt with 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 C to accept or reject my decision before 13 April 2026.

Jon Pearce
Ombudsman