

## **complaint**

Mrs A complains about the service that she's received from PRA Group (UK) Limited in connection with her credit card debt.

## **background**

Mrs A had a credit card debt with a credit card provider of £3,598.74 that was assigned to a third party in August 2012 and then to PRA Group in January 2015. She was making monthly repayments to the credit card provider of £1 and that arrangement was continued by the third party and PRA Group. A phone call took place in February 2017 in which Mrs A was asked by PRA Group about her employment prospects and she received a letter which she felt to be threatening. She asked PRA Group to provide a copy of the deed of assignment for her debt – but it didn't do so – and she sent a number of letters to it which she says weren't answered.

She complained to PRA Group in June 2017 and it reduced her debt by £25 because a payment plan had been set up incorrectly in May 2017. She complained to PRA Group again in February 2018 about a letter that she'd received from it. She wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. He didn't think that PRA Group had acted unfairly by asking Mrs A for information about her employment prospects during the phone call in February 2017 and he didn't think that it had acted unfairly by sending the letter to her in February 2018.

Mrs A has asked for her complaint to be considered by an ombudsman. She says, in summary, that:

- she kept up her payments and when she missed a payment she paid it the additional £1;
- her original contract was with the credit card provider and she's never been given an opportunity to match the prices paid for her debt which has been passed on without her agreement;
- PRA Group has deleted the February 2017 call recording and is looking for any opportunity to bully her into paying more;
- it tried to trap her with an invalid direct debit mandate and continued to harass her with phone calls and ignored her letters;
- she considers any alleged contract null and void as it has acted unreasonably; and
- she made a settlement offer to PRA Group which it turned down.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs A owed a credit card debt to a credit card provider. The debt of £3,598.74 was assigned to a third party in August 2012 and then to PRA Group in January 2015. I consider that the credit card company and the third party were entitled to transfer the debt and that there was no requirement for them to get Mrs A's agreement to the transfers. Mrs A has asked for a copy of the deed of assignment of that debt. But PRA Group says that it contains commercially sensitive information so it won't provide a copy of it to Mrs A. I don't consider that to be unfair or unreasonable. And it says that it can't provide the notices of assignment

of the debt but its account notes show that notices of assignment were sent to Mrs A. I'm not persuaded that it would be fair or reasonable for me to draw any adverse conclusions as a result of PRA Group not being able to provide copies of the notices of assignment.

Mrs A has been making monthly repayments of £1 since September 2012 and I've seen no evidence to show that she didn't incur the debt with the credit card provider. We offer an informal dispute resolution process and it would be for a court to decide whether or not that debt was enforceable.

Interest and charges had been suspended on Mrs A's account by the credit card provider and she was making monthly repayments of £1. That arrangement was continued by the third party and PRA Group. PRA Group's account notes show that there has been regular contact with Mrs A about the repayment arrangements and she's provided it with information about her income and expenditure, she's said that she's in financial difficulties and she's asked for the payment arrangement to continue.

During a phone call in February 2017 PRA Group asked Mrs A about her employment prospects. That clearly caused offence to Mrs A but I consider that it was reasonable for it to ask her about her employment prospects so that it could properly consider her repayment arrangement. And I'm not persuaded that it acted inappropriately in doing so. A recording of that call is no longer available but I'm not persuaded that it would be fair or reasonable for me to draw an adverse conclusion from that.

Mrs A complained to PRA Group in June 2017 and it reduced her debt by £25 because a payment plan had been set up incorrectly in May 2017 which resulted in a payment being missed. Mrs A has continued to make her monthly repayment but PRA Group has a legitimate interest in recovering the debt and I consider that it's reasonable for it to ask Mrs A about her financial arrangements. She's sent further letters to PRA Group but it said in a September 2017 letter to Mrs A that it would add them to her file but not respond to them. She made an offer to pay £235 to settle her debt in February 2018 but PRA Group said that the minimum settlement that it would accept was £3,136.27.

Mrs A complained to PRA Group again in February 2018 about a letter that she'd received from it which she felt to be threatening. But I'm not persuaded that the letter was unfair or unreasonable in the circumstances.

A creditor is required to respond to a debtor's financial difficulties positively and sympathetically. PRA Group has continued to accept monthly repayments of £1 and it hasn't applied interest or charges to Mrs A's account. I consider that PRA Group has responded to Mrs A's financial difficulties positively and sympathetically. I'm not persuaded that there's enough evidence to show that it has bullied or harassed Mrs A and nor am I persuaded that it's treated her unfairly or unreasonably.

So I find that it wouldn't be fair or reasonable for me to require PRA Group to pay any compensation to Mrs A or to take any action in response to her complaint. And it's required to continue to respond to any financial difficulties that she's experiencing positively and sympathetically. But Mrs A has only been making monthly payments of £1 since September 2012. And I ask PRA Group to consider whether there's any reasonable prospect of the debt being repaid and, if not, whether it would now be appropriate for it take other action about the account.

### **my final decision**

For these reasons, my decision is that I don't uphold Mrs A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 29 December 2019.

Jarrold Hastings  
**ombudsman**