

complaint

Mr H complains that PRA Group (UK) Limited hasn't given him any evidence it bought his credit card debt or details of how much it paid for the debt.

background

Mr H had a credit card debt. He says PRA says it now owns the debt, but will not provide him with the details he wants. He also says PRA will not give him details of its authorised person collecting the debt and hasn't considered a settlement offer.

PRA says it wrote to Mr H in August 2016 telling him it had bought the debt. It says the credit card company it purchased the debt from also wrote to Mr H at the same time telling him that it had sold the balance. PRA says it will not tell Mr H how much it bought the debt for as that information is commercially sensitive.

Mr H complained to us and our investigator didn't uphold the complaint. He didn't think PRA had made a mistake and also thought it had acted positively and sympathetically to Mr H's position.

Mr H says he would like evidence PRA owns the debt before trying to settle matters. He doesn't accept the information is commercially sensitive and would also like a copy of the original terms and conditions.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've come to the same overall conclusions as the investigator. I realise Mr H will be disappointed by my decision.

I've looked at the original terms and conditions of Mr H's credit card and can see that those terms allow a debt to be sold. I don't think that's unusual in these circumstances. I can also see that the credit card company has written to Mr H telling him it had sold his balance to PRA. I can also see that PRA has also written to Mr H telling him what's happened. So I don't think there can be any doubt that PRA has bought the debt. And I'm satisfied it's provided evidence of that to Mr H.

I don't think PRA should have to tell Mr H how much it bought the debt for. I'm satisfied that's a matter between it and the credit card company. And I also think the agreement contains commercially sensitive information. So I can't fairly tell PRA to provide details of it.

Having looked at the information PRA has given Mr H. I can see that it has provided details of whom he should contact to discuss the balance. I'm also satisfied that it's for PRA to decide if it wishes to accept Mr H's settlement offer. I agree with the adjudicator that PRA should act positively and sympathetically to Mr H's position. And I'm satisfied it has by offering to discuss Mr H's position with him, and by offering to settle the debt for a significantly reduced amount.

I appreciate Mr H would like to see a copy of the original agreement in a form he can read. I hope a copy can be provided to him.

For the reasons I've set out, I can't fairly order PRA to do anything further in this complaint.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 December 2017.

David Singh
ombudsman