

complaint

Mr H, on behalf of his wife Mrs H, complains that PRA Group (UK) Limited hasn't provided any evidence it bought her credit card debt or details of how much it paid for the debt.

background

Mrs H had a credit card debt. She says PRA has said it now owns the debt but will not provide her with the details she wants. She also says PRA will not provide details of its authorised person collecting the debt, and hasn't considered a settlement offer.

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

Mr H complained to us on behalf of Mrs H 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 Mrs H's position.

Mrs H says she would like evidence PRA owns the debt before trying to settle matters. She 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 Mrs H will be disappointed by my decision.

I've looked at the original terms and conditions of Mrs 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 Mrs H telling her it had sold her balance to PRA. I can also see that PRA has also written to Mrs H telling her 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 Mrs H.

I don't think PRA should have to tell Mrs 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 Mrs H. I can see that it has provided details of whom she should contact to discuss the balance. I'm also satisfied that it's for PRA to decide if it wishes to accept Mrs H's settlement offer. I agree with the adjudicator that PRA should act positively and sympathetically to Mrs H's position. And I'm satisfied it has by offering to discuss Mrs H's position with her, and by offering to settle the debt for a significantly reduced amount.

I appreciate Mrs H would like to see a copy of the original credit card agreement in a form she can read. I hope another copy can be provided to her.

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 Mrs H to accept or reject my decision before 7 December 2017.

David Singh
ombudsman