

## **complaint**

Mr L complains that PRA Group (UK) Limited ("PRA") has given him inadequate information about the debt it says he owes it.

Mr L is represented in this complaint by his solicitor.

## **background**

Mr L says he asked PRA for information about the credit agreement and the alleged debt to enable him to receive advice and assess his position. He says the statement from the previous creditor just states the amount said to be due, rather than how it's said to have arisen. And he says there's no information as to how this sum's broken down.

Mr L also says he's been given insufficient information to be able to receive advice about the contract terms or whether there's been compliance with the relevant law. He says he's clearly placed at a disadvantage as a result of this situation. And he says he doesn't want to pay any sums PRA isn't entitled to.

So, Mr L says he thinks PRA should write off the debt, in the circumstances. And he says if it isn't willing to agree to do this, it shouldn't contact him about the matter until it gives him sufficient information about the credit agreement and debt to enable his rights and liabilities to be properly reviewed and assessed.

PRA says it's kept Mr L updated with its progress in obtaining from the original creditor the information he's requested. It says it's received and supplied to him a copy of the notice of default and his online account application. But it says it acknowledges this doesn't fulfil his request for information under the Consumer Credit Act. And it says it considers his account to be currently unenforceable.

PRA also says this doesn't mean the debt's been written off. It says despite being unenforceable it's still entitled to collect the balance. And it says Mr L's account will remain on hold until it receives a response from the original creditor and satisfies his information request.

Mr L complained to PRA about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr L's complaint shouldn't be upheld.

Mr L disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

## **my findings**

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

I've decided not to uphold Mr L's complaint and I'll explain why.

Mr L's complaint refers to several issues. But it appears that the central element of his complaint and the matter he remains unhappy about relates to the limited information PRA's been able to give him about his debt. So, my decision concentrates on that issue.

There's no dispute that PRA hasn't been able to give Mr L all the information he's requested about his account and his debt under the Consumer Credit Act. But the parties disagree about what consequences should follow from that situation.

Mr L says PRA should write the debt off in the circumstances. Or at least make no further contact with him about the matter. In contrast, PRA says it's deemed the debt to be currently unenforceable. But it says it's still entitled to contact Mr L and ask him to repay what he owes; pass his details to a debt collection agency; and continue to report his account to credit reference agencies.

I see Mr L acknowledges he had a credit card account that gave rise to a debt. I also see he was making payments towards this debt when his account was transferred to PRA. And he continued making payments after the transfer. So, it appears Mr L accepts he incurred a debt. But his argument is that without the information he's requested from PRA he can't check to ensure the amount it says he owes it is correct.

It isn't for this service to determine whether a debt's legally enforceable or not – that's a matter for a court to decide. But I note PRA acknowledges Mr L's debt's currently unenforceable and it's put his account on hold. I don't think that means it ought to write the debt off. Presumably there remains the possibility that PRA will obtain the relevant account information and send it to Mr L. And I note at this stage a court hasn't found the debt to be irremediably unenforceable.

So, I think PRA's entitled to continue contacting Mr L about the debt, provided that contact isn't so frequent as to become harassment (and I haven't seen anything that would lead me to conclude there's been any harassing contact to date). And it's entitled to pass Mr L's details to a debt collection agency and to continue to report his account to credit reference agencies. So, for these reasons, I'm not able to uphold Mr L's complaint.

### **my final decision**

I don't uphold Mr L's complaint against PRA Group (UK) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 August 2018.

Robert Collinson  
**ombudsman**