

## The complaint

Mr M complains about delays by PRA Group (UK) Limited when responding to his request for information.

## What happened

PRA acquired two accounts in Mr M's name. The first was from a business I'll refer to as H and was acquired in February 2021. H and PRA both sent Mr M a Notice of Assignment on to confirm the new arrangements. The second account was acquired from a business I'll refer to as B and was acquired in March 2021. Again, Notices of Assignment were issued by both B and PRA.

On 30 December 2022 Mr M emailed PRA and asked for the original agreements with his signature from the original lenders, full payment histories and all other relevant paperwork. Beyond Mr M's email address and name, the email didn't include any other identifying information like account numbers or the name of the original lenders.

Mr M has explained that he didn't receive a response to the email he sent PRA. Mr M says he regularly tried to resolve the issue with PRA and called them to try and get a response. But PRA's contact notes don't show any records of Mr M calling to request a follow up to his email dated 30 December 2022.

In June 2023 PRA spoke with Mr M and he repeated his request for copies of the original credit agreements, statements for both accounts and correspondence that showed how the debts had been transferred. Mr M also complained about the delay in receiving a response to his email dated 30 December 2022.

PRA issued a final response to Mr M's complaint and on 24 July 2023 along with copies of the credit agreements, statements and Notices of Assignment. PRA said it had no record of receiving Mr M's email dated 30 December 2022 but acknowledged he'd used the correct email address. PRA paid Mr M £100 for the distress and inconvenience caused by the delay in responding.

Mr M referred his complaint to this service and it was passed to an investigator. They didn't find any evidence that showed Mr M had chased PRA for a response to his email request. The investigator noted that PRA advised it had no record of receiving the request for documentation but accepted an error had been made. They thought £100 was a fair reflection of the distress and inconvenience caused to Mr M and didn't ask PRA to do anything else.

Mr M asked to appeal and requested a copy of PRA's contact notes. The investigator forwarded the contact notes to Mr M that showed it had no record of any contact from him following his email dated 30 December 2022. As Mr M asked to appeal, his complaint has been passed to me to make a decision.

### **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'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

I can understand why Mr M feels PRA has acted unfairly. As noted above, Mr M emailed PRA on 30 December 2022 and asked for documents but didn't receive a response. But PRA has explained it has no record of receiving Mr M's email which is why no response was issued. I accept Mr M did email PRA as claimed. And I agree that he should've expected a response of some kind following his email.

With that being said, I think it's reasonable to note that Mr M's email contains very little identifying information. There's no account numbers, address or other information to identify the original lender or accounts Mr M wanted information for. I think it's likely that the lack of response was caused due to the lack of identifying information. But Mr M emailed PRA from the email address that's registered on his account. So I think PRA should've contacted him to verify his identity and check what information he needed to supply. I agree with Mr M's view that the service should've been better.

Mr M's told us he contacted PRA on various occasions to try and obtain the information. But PRA says it has no record of receiving calls or further requests from Mr M. Our investigator has already supplied contact notes that support PRA's claim. I can see the investigator also asked Mr M to provide some phone records to verify his attempts to call PRA but none were provided. As a result, I've based my findings on the available evidence.

The contact notes provided show PRA attempted to contact Mr M on various occasions between January and June 2023 by email and letter to discuss the accounts. But no responses from Mr M were received. There's nothing in the contact notes that show Mr M made further calls to chase up his email of 30 December 2022. And Mr M hasn't supplied any evidence to counter what PRA's records show. In the absence of anything from Mr M, I'm satisfied PRA has no record of receiving any calls from Mr M before June 2023.

Once Mr M revisited his request with PRA in June 2023 it was quick to take action and obtain the information requested. I can see Mr M requested a response within 30 days and it took a little longer. But PRA's explained it had to go back to the original lenders to obtain what Mr M asked for and I'm satisfied it complied at the earliest opportunity.

I can see that PRA offered Mr M £100 to apologise for the distress and inconvenience caused by the delay in responding. Overall, I'm satisfied that fairly reflects the level of trouble and upset caused by the delay.

PRA has provided copies of both credit agreements that comply with the relevant regulations in CONC. Both credit agreements contain the relevant terms and conditions. And both sets of terms and conditions allow the original lenders to transfer their rights and obligations to another party. In addition, PRA has provided copies of all the relevant Notices of Assignment that confirm the change in account ownership and new arrangements. I can also see that PRA obtained copies of the statements available, although for one of the accounts they go back to March 2020 which is the earliest point they're available from.

Overall, I'm satisfied PRA complied with Mr M's request for supporting documents concerning the accounts it acquired in his name.

As I'm satisfied PRA has already agreed a payment of £100 for the distress and inconvenience caused to Mr M that is fair and reasonable in all the circumstances and I'm satisfied it has complied with his request for documents I'm not telling it to do anything else.

### **My final decision**

My decision is that PRA Group (UK) Limited has already agreed a settlement that is fair and reasonable in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 April 2024.

Marco Manente  
**Ombudsman**