

The complaint

Ms M complains that PRA Group (UK) Limited has provided her with misleading information following her request for a copy of her credit agreement.

What happened

Ms M made a request to PRA Group for a copy of her original credit agreement. PRA Group contacted the original lender to obtain a copy of the agreement, and this was later sent to Ms M.

Ms M complains that she hasn't received a copy of the original agreement. She says the agreement she received has been reconstituted as it has her married name on it, and when she took out the lending, she was still using her previous name.

Ms M feels that PRA Group hasn't treated her fairly because it hasn't provided her with accurate information.

The Investigator looked into Ms M's complaint, but they didn't think that the complaint should be upheld. They explained that a complaint about the reconstituted agreement should be directed to the original lender, because it is responsible for producing the agreement. It explained that the rules state that a reconstituted agreement is acceptable, but also noted that because the information in the agreement isn't accurate as to when it was taken out, this might affect how PRA collect the debt. But the Investigator reiterated that this service can't decide if the debt is enforceable or not, as this is a matter for the courts.

Ms M didn't agree with the Investigator's view. Mainly because she felt that PRA Group should be held responsible for not providing her with accurate information given that it is now the legal owners of the debt.

Because an agreement couldn't be reached, the 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.

Having considered everything on file, I won't be upholding Ms M's complaint.

The Investigator who provided their view on this case has already provided Ms M with very thorough responses as to why PRA Group aren't responsible for the information included in the reconstituted credit agreement it sent to her. There isn't much more I can really add to what the Investigator has said. So, my decision here won't go into as much detail as the Investigator has.

It isn't in dispute here that PRA Group provided Ms M with a reconstituted copy of her credit agreement, that had her married name on it.

Ms M says the name on the original agreement should have been her previous name because she got married after she took out the credit. And she thinks that PRA Group ought to be held responsible for providing her with inaccurate information.

The credit agreement was requested from the original lender by PRA Group, which was the right thing for PRA Group to do, given that the original lender was the firm that issued the agreement. And therefore, responsible for providing a copy of it on request. This is normal practise in these circumstances.

I know Ms M disagrees with this point; however, I can't fairly or reasonably hold PRA Group responsible for the original lender providing a reconstituted agreement, that didn't have her correct name on it for the time of taking out the lending. I appreciate that Ms M thinks that PRA Group should be held responsible for providing inaccurate information as it is now the legal owner of the debt, but I don't agree with this. It was the original lender who initially entered into the agreement with Ms M, and therefore created the credit agreement. It has explained why it could only provide a reconstituted agreement and not the original copy. And so, I can't expect PRA Group to provide a copy of something that it simply did not create or was not involved in creating. This is a matter for the original lender.

PRA Group's responsibility here was to provide Ms M with a copy of the agreement, which I can see it has done. And I would have expected it to dispute the information on the agreement with the original lender when Ms M let them know it wasn't correct, which I can see it has done.

I can see that Ms M has previously asked for this service to find that the debt is unenforceable as a result. However, this service can't make this finding and it would be a matter for the courts to decide.

My final decision

For the reasons set out above, I don't uphold Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 8 November 2023.

Sophie Wilkinson
Ombudsman