**Subject: Pioneer Credit Solutions Pty Ltd; Our Ref: 16090989 / AFCA Ref: 777148**

**Date:** 5 February 2021 at 12:55:59 AEST

Dear Dan,

 I refer to your complaint lodged with the Australian Financial Complaints Authority (AFCA) on 13 January 2021.

 Your complaint relates to a credit card account originating with the Westpac Banking Corporation ABN 33 007 457 141 (Westpac), which was assigned to Pioneer Credit Solutions Pty Ltd (Pioneer Credit) on 08 September 2016. The current balance of the account is $8575.44 and remains subject to interest or account charges as applicable under the contract.

 You state that Pioneer Credit is yet to provide evidence of our claim as requested by you, and therefore believe that contact made by Pioneer Credit constitutes harassment.

 **Our Response:**

 In response to your letter requesting information regarding Pioneer Credit’s claim dated 8 May 2020 (received 14 May 2020), Pioneer Credit sent the attached correspondence on 14 July 2020. Our correspondence enclosed the following documentation is support of our claim, which is also attached for reference:

1.       A copy of Westpac’s online application transcript for a credit card facility in your name

2.       Westpac Account Statements for the period from 13 August 2015 to 12 September 2016

3.       Notice of Assignment sent by Westpac dated 8 September 2016

 The above listed documentation is sufficient to evidence your liability to the debt, as well as assignment of the same from Westpac to Pioneer Credit.

The ability of a credit provider to assign its rights over a contract to another party is an established ability under Australian law, and a common commercial practice. The credit provider is not obligated to seek your consent before doing so.

Section 20 of the Property Law Act (WA) 1969 requires that a Notice of Assignment of Debt be sent to you in order to effect assignment of the debt. A copy of Westpac’s Notice of Assignment is attached and as listed above was previously provided to you in response to your request. Accordingly, as Notice of Assignment of Debt was indeed sent to you, assignment of the account from Westpac to Pioneer Credit is valid. Pioneer Credit therefore legally holds the credit contract, and all rights under that contract that the previous credit provider held.

As assignment of the debt is valid, you therefore owe a debt to Pioneer Credit. Pioneer Credit is therefore entitled to contact you as your creditor for the purpose of making a demand for payment.

**Proposed Resolution:**

We trust that the above information provided some clarity in regards to Pioneer Credit’s position. As outlined above, you owe a debt which Pioneer Credit is entitled to pursue, and our contact has therefore been within our rights.

That said however, our aim is to reach a mutually agreeable resolution to the complaint. With this in mind Pioneer Credit is willing to waive the balance outstanding, on condition that this represents resolution to your complaint by mutual agreement.

If accepted by you Pioneer Credit will close the account with no payment required and will cease all further contact moving forward. Additionally, as part of the waiver process the default listing on your credit file for this account will be removed within 14 days of acceptance.

*Please note that this offer is made without prejudice and is only valid if accepted in writing by you. It is important to note that if you accept this offer, then that acceptance also represents a full and final resolution of your complaint lodged with AFCA. If you do not accept the offer, or no response is received from you, please note that the offer will be withdrawn and Pioneer Credit reserves our rights in relation to the account.*

Should you wish to accept please confirm by return email.

Please feel free to contact me should you wish to discuss.

Kind Regards,

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| **Patricia O’Connor** |
| External Dispute Resolution Specialist |