

### **complaint**

Mr C complains that the agent from Provident Personal Credit Limited (trading as Provident) called to collect his payments at unsociable hours. This has caused his account to fall into arrears.

### **our initial conclusions**

The adjudicator did not find that Provident had acted inappropriately when collecting payments for Mr C's loan. While he appreciated Mr C's concerns about the times at which the agent came to collect the money, he said he found no evidence to suggest the agent was acting unreasonably. He also said that after speaking to Provident he found that the late collection times were requested by Mr C. He said if Mr C felt the collection times were inappropriate he could have requested an alternative way to pay.

Mr C did not agree and said that the agent called at unsociable hours.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr C and the business have provided. Mr C signed the loan agreement with Provident in June 2014. This set out the terms of the loan and so I find that Mr C was aware of the payment terms.

Mr C says that the agent has been calling at unsociable hours. Provident has explained that payments are collected by an agent usually on a weekly basis and says that Mr C requested late collections. Its agent has also said that when she has tried to collect payments Mr C has not returned after leaving to get cash. Looking at Mr C's payment schedule only a few payments have been made. On balance, I find it more likely than not that the agent has tried to work with Mr C to collect the payments.

Mr C is responsible for the payments and as the adjudicator has said there are different ways these can be made. Because Mr C has not made the payments arrears have built up on his account. I do not find it unreasonable that he has been contacted about this. **My final decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 27 April 2015.**

*Jane Archer*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence.

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.