

complaint

Mrs M complains that Provident Personal Credit Limited was wrong to ask for debt repayments in public and call at her home unexpectedly. She would like Provident to write off her loan.

our initial conclusions

Our adjudicator recommends the complaint should be upheld in part. He understands Mrs M was very upset by what happened. But he couldn't safely find, on the evidence, that Provident harassed her in public or otherwise. And Mrs M had the benefit of the money, so he couldn't properly recommend that Provident write off the debt. But he says Provident's service wasn't what it should have been and it should pay Mrs £50 compensation. Mrs M disagrees. She says Provident's actions traumatised her and other family members so she shouldn't have to repay the loan.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs M and Provident have provided. I am sorry to hear of the very difficult personal circumstances Mrs M has experienced. I have no doubt that she has been under a great deal of stress, and she would have preferred Provident to stop asking her about loan repayments.

But, on the evidence I have seen, it's impossible for me to say for certain what happened between Mrs M and Provident's agents. Provident accepts an agent called on days which were not agreed and its service should have been better. It has agreed to pay Mrs M £50 for her upset and trouble. And I agree with our adjudicator that's fair. I realise Mrs M is likely to be disappointed by this decision, as she wants me to order Provident to write off the debt. But I'm not persuaded there are grounds for me to fairly do so.

I encourage Mrs M to engage Provident to find the most appropriate way forward. She may wish to contact a free source of debt advice for help with that. And if Mrs M is experiencing financial difficulties, Provident is obliged to treat her positively and sympathetically.

My final decision is that I uphold this complaint in part. I order Provident Personal Credit Limited to pay Mrs M £50 compensation for the trouble and upset she has experienced.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs M either to accept or reject my decision before 1 June 2015.

Claire Jackson
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 (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Miss M may wish to contact a free source of debt advice such as StepChange on 0800 138 1111 or Citizen's Advice at www.citizensadvice.org.uk.

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.