

complaint

Mr H complains about a breach of data protection. He would like Provident Personal Credit Limited (Provident) to compensate him for this.

background

Mr H has three personal loans with Provident. Payment is made to an agent from Provident who visits Mr H's home on a regular basis. Mr H says that on more than one occasion the agent has discussed the amount of the repayment with his wife. On one occasion, he says the loans themselves were discussed.

Mr H says he has not discussed these loans with Mrs H – and he has never authorised Provident to do so either.

The second part of Mr H's complaint relates to three arrears letters being sent to his neighbour's address instead of his. This is because Provident incorrectly amended his address. Mr H says that these letters were opened by his neighbour and this has caused him distress.

Mr H complained to Provident. He was not happy with its response so bought the matter to this service. An adjudicator told Mr H what he thought Provident should do for him but Provident disagreed - it asked for an ombudsman's decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

There is no dispute between the parties that 1) the agent was incorrect in discussing the loans with Mr H's wife and 2) that Mr H's post was sent to the wrong address. But there are details of the discussions that took place that are in dispute. Provident also says that its offer of £150 in compensation is a fair one.

Throughout the history of this complaint, Provident has relied on two particular submissions. The first is that Mrs H, in a telephone call between her and Provident, accepted that the issue of Mr H's loans was a personal matter between husband and wife and that she should not have asked the agent the questions that she did.

The second is that whilst it had sent Mr H's post to the wrong address, Mr H only became aware of this **after** the event and after being told by Provident itself.

Both of these submissions, Provident says, support its level of response and compensation already offered. But I disagree.

In relation to the first, the obligation for confidentiality is that of Provident's agent – not Mr H's wife. So, Provident cannot say its liability is lessened because Mrs H should take some responsibility.

In relation to the second, I don't think it matters whether Mr H became aware at the time of or after the event – the fact that a neighbour has received and opened his post has caused him distress.

my final decision

My final decision is that I uphold Mr H's complaint and order as follows:

- that Provident Personal Credit Limited pay Mr H £250 for the distress that it has caused and:
- that any fees incurred since the submission of this complaint be waived so that Mr H's accounts are put back into the position that they would have been in before this complaint

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 12 October 2015.

Shazia Ahmed
ombudsman