

### complaint

Mr W complains about how Provident Personal Credit Limited (trading as Satsuma Loans) handled matters when he had difficulty making full repayments on a loan. He says it was not sympathetic, hounded him for payment even after it had agreed a repayment plan, and claimed not to have his mobile number. Satsuma Loans accepted that it had not handled various issues well and offered to reduce the account balance by £115.40. But Mr W thought he should only be expected to repay the sum borrowed: not any of the £400.12 interest.

### our initial conclusions

Our adjudicator thought that the errors made and the inconvenience caused to Mr W meant Satsuma Loans should reduce the balance by a further £100. Satsuma agreed. Mr W asked for an ombudsman to consider matters. He raised some queries about how Satsuma had handled things. But he said the main issue was the effect on his credit file. He said that showed arrears for seven months whereas if Satsuma had acted better the problem would have been sorted by now.

### my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As Satsuma accepted, it did make a number of mistakes in dealings with Mr W. I can understand he would have found those frustrating. But I do not think the problems caused mean that it would be fair and reasonable for Mr W not to have to pay any of the £400.12 interest due. I think that the additional reduction of £100 is fair and reasonable. I do not think anything that Satsuma did got in the way of Mr W making payments when they were due. From his account other issues caused initial problems in May 2015, and again in August 2015 after Satsuma had agreed a repayment plan. When Mr W has not paid the sums contractually owed on time, Satsuma has a duty to reflect that in his credit file, and I can see no grounds for me to ask it to do otherwise.

**My decision is that I uphold this complaint. In full and final settlement I order Provident Personal Credit Limited (trading as Satsuma Loans) to reduce the balance on Mr W's account by £100 (as well as the original £115.40).**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W either to accept or reject my decision before **11 March 2016**.

Hilary Bainbridge

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

I understand that Mr W would also like to know what phone number Satsuma had started using to try to contact him and to know why it tried to contact him shortly after he had agreed a new repayment plan. But I have already taken into account the mistakes Satsuma made, and those queries do not affect my decision.

#### 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.