

complaint

Mr B's unhappy with the way Provident Personal Credit Limited's administered his loan. He says its agent hasn't collected his payments as agreed and this is having a negative impact on his credit file. He wants it updated so it doesn't show missed payments over which he's no control.

background

Provident confirmed in its final response that it couldn't accept post-dated cheques. And its agent said she'd been making weekly visits to Mr B's property to collect his cheques. But in future she'd send a text message before doing so. Its managers and collectors had also made regular visits to his property. It's made Mr B aware of alternative payment methods.

Our adjudicator felt this complaint shouldn't be upheld. She said:

- Mr B says the original agreement was for Provident's agent to come to his home once a month to collect four post-dated cheques. This was put in place as other methods of payment weren't suitable for him as he often wasn't at home.
- It was for Provident to decide that it could no longer accept post-dated cheques. We can't challenge this.
- Mr B says there were times when the agent didn't collect the payments, times he wasn't at home and times he forgot to leave a cheque out. As a result late payments arose.
- It would've been reasonable for Mr B to have used the alternative payment methods he was told about. He asked about setting up a direct debit but Provident doesn't offer this payment method. But his agreement says there's the option of setting up a continuous payment authority. This is similar to a direct debit. He could've also paid over the phone or even used the 24 hour automated service. Given these options there's no reason why he would miss payments.
- The late payment markers have been applied correctly to Mr B's credit file. And she isn't asking Provident to remove them.
- The onus is on Mr B to ensure his payments are made on time. Provident's agent's texts reminded him of them. He might find it helpful to check his payments by accessing his account online and through phone banking. Or if he'd no such access, as he now says, to put in place arrangements to view his account.

Mr B didn't agree and asked for an ombudsman review. He also made a number of different alternative proposals to Provident to resolve matters. It said it would accept an offer to pay off the arrears or enter a repayment plan. But in either case it wouldn't remove the late payment markers as they were an accurate reflection of his account.

Mr B remains unhappy. He says that on one occasion the agent had car trouble and didn't turn up. He was also told on the phone when he complained that late markers would be removed. But this offer was taken away. Provident says that such an offer wasn't made in the call.

The adjudicator listened to the recording of this call and noted that removing the late payment markers if the debt was paid was discussed as an option in the call. But an offer wasn't made.

my findings

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

I agree with the adjudicator's conclusions for the same reasons.

I think Provident offered Mr B a reasonable number of ways to pay his weekly payments. It was also his responsibility to ensure all his payments were made on time.

Mr B's provided a copy text showing that one weekly visit from Provident's agent was apparently missed. But the agent's message shows an expectation that Mr B was to text the agent and the agent thought he was away.

But whatever happened the simple fact remains Mr B knew when his payments were due and he should've taken steps to ensure they were and had been paid on time.

Even so Mr B missed a number of payments and his agreement makes it very clear that missing payments will be reported to credit reference agencies.

Taking everything into account I don't think I can fairly or reasonably require Provident to amend Mr B's credit file as he'd like. I think it accurately reflects, as it should do, the conduct of his account.

Overall, although I recognise Mr B's frustration, I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 February 2017.

Stephen Cooper
ombudsman