

complaint

Mrs A complains, in summary, about the poor service provided by Provident Personal Credit Limited, trading as Provident, when administering her loan with it.

background

Mrs A entered into a loan agreement with Provident in April 2017. The agreement said that she had to make 52 weekly repayments of £36, which were to be collected from Mrs A's home by Provident's agent on a weekly basis. Mrs A made regular repayments to the agent until 4 July 2017. After that, no one appeared for the next collection and she had to phone Provident's head office to make a repayment on 20 July 2017. Then nobody came to collect repayments for four weeks until 16 August 2017. And whilst her repayment was collected on 30 August 2017, nobody then came for another three weeks. At one point, Mrs A said that three agents came to her house in one week. All asked for her repayment, but she'd already paid the first agent to come that week. She said that some of them weren't helpful and it was annoying having to explain everything to lots of different people. Mrs A also said that she had constantly phoned Provident to get an agent to visit her regularly. She said that all this was very inconvenient for her. She wants a proper apology from Provident.

Provident upheld Mrs A's complaint. It apologised to Mrs A in its final response letter and sent her a cheque for £30 compensation in view of the trouble and upset caused to her which had resulted from the changes it had made to the way it operated.

our executive adviser's view

The executive adviser dealing with the complaint concluded that Provident's payment of £30 compensation, its apology and its assurance that no adverse data would be recorded on Mrs A's credit file, were fair and reasonable in the circumstances.

Mrs A disagreed and responded to say that she felt Provident had treated her very badly. It had taken six to eight weeks to get a contact from Provident. It then told her that someone would be taking the collection role over and would come to meet her, but three people came in a week and all three asked her for money.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs A and to Provident on 28 March 2018. I summarise my findings:

As the evidence was incomplete, inconclusive, or contradictory, I reached my decision on the balance of probabilities – in other words, what I considered was most likely to have happened in light of the available evidence and the wider circumstances.

I'd said that I'd seen a copy of Provident's loan agreement and its terms and conditions. I noted that Provident's terms and conditions said that the weekly instalments were to be "*paid direct to your agent calling weekly at your home*". They also said that the payment book "*will be updated weekly*". So, I could see that contractually, Mrs A was led to expect that her repayments would be collected weekly. So, I could understand that Mrs A would have felt concerned when her agent didn't appear for several weeks.

I could understand that Mrs A was inconvenienced by the failure of Provident's agents to

collect her repayments following Provident's changes to the way it operated. I noted that Provident had said that it had provided information to its customers about the changes. I had asked for copies of these. I noted that Provident wrote to its customers in February 2017 to advise them of the changes it was proposing to make. The letter said: - *"Please be reassured that nothing will change and the arrangement you have in place with your Agent will continue....we will keep you informed of any changes that may affect you.. ..You don't need to do anything as you'll still receive the service you expect from us now and in the future"*.

Provident wrote to its customers again in July 2017. This letter said: - *"From 6 July you'll have a whole new Customer Experience team to deliver a friendly personal service to you. Expect a visit from us soon after this date. You can rest assured that your current loan and repayments won't change at all. You'll carry on making the same repayments each week at your home visit"*. So, I could see from the letters that despite the process changes, it was likely that Mrs A would have understood that the agent's regular visits would continue.

I asked the executive adviser to ask Provident if it had called Mrs A to tell her that she wouldn't be receiving weekly collections in some weeks after its changes. It said that no letters or calls had been issued about specific missed collections. But it had acknowledged there had been disruption to its service and it had paid Mrs A £30 compensation for this. Mrs A said she made many phone calls to Provident about this. I asked Mrs A for details of the dates of these calls. She didn't have a record of the dates but she said that she spoke to one of the managers on a weekly basis in July 2017. The manager said that someone would come but nobody came for several weeks.

I noted that Provident had said that it had no evidence on its contact notes of any calls to head office from Mrs A, other than on 20 July 2017 when Mrs A had called its automated payment service to make a payment. But it said that its Customer Experience Managers may have had calls on their mobile phones but these weren't recorded. On balance, I was satisfied that Mrs A had made calls to one of the managers as I could see that she was concerned about keeping the cash for the repayments at home. I could see that she was put to inconvenience in having to do this and in phoning head office to make a payment.

I could also see that Mrs A was upset about three agents visiting in a week, all seeking her repayment from her when she had already made her repayment to the first agent. She'd said that each one had said they were her new agent and each one had asked for money from Mrs A. I could see that this would have caused confusion to Mrs A.

Overall, I could see that Mrs A had been caused distress and inconvenience as a result of not being kept informed by Provident of the missed collection dates and confusion due to the three different agents' visits. She had also been inconvenienced by having to contact Provident about the missed collections. So, I thought it would be appropriate for Provident to pay her an additional £20 on top of the £30 it had already paid her.

So, subject to any further representations by Mrs A or Provident my provisional decision was that I intended to uphold this complaint in part. I intended to order Provident Personal Credit Limited, trading as Provident, to pay £20 compensation to Mrs A in addition to the £30 it had already offered for distress and inconvenience.

Provident responded to say that it was willing to settle the complaint in line with my provisional decision as a gesture of goodwill.

Mrs A didn't provide a response to my provisional decision.

my findings

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

Given that Mrs A has given me nothing further to consider and Provident accepts my provisional decision, I see no reason to depart from the conclusions I reached in my provisional decision. It follows that I uphold this complaint in part and require Provident to pay Mrs A an additional £20 compensation as set out below.

my final decision

My decision is that I uphold this complaint in part. In full and final settlement of this complaint, I order Provident Personal Credit Limited, trading as Provident, to pay £20 compensation to Mrs A in addition to the £30 it had already offered for distress and inconvenience.

Provident must pay the compensation within 28 days of the date on which we tell it Mrs A accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

If Provident considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mrs A how much it's taken off. It should also give Mrs A a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 18 May 2018.

Roslyn Rawson
ombudsman