

complaint

Mr D complains that Provident Personal Credit Limited ('Provident') has sold his account on to a debt collection agency without informing him.

our initial conclusions

Our adjudicator did not recommend this complaint be upheld. She said that Provident had not acted in error by selling the debt to a third party. And she noted that Mr D's account had gone into arrears and not received a payment since May 2010. Mr D responded by saying that Provident treated him poorly around that time – he said that he offered it a reduced payment of £20 but the Provident manager threw it back in his face. Mr D says that he wants the debt written off. Our adjudicator said there was insufficient evidence to substantiate Mr D's claim that he had been badly treated. The matter has now been passed to me for final determination.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr D and the business have provided.

I can see from the credible account statements from Provident that Mr D was in arrears on his account, and had not made a payment since around May 2010. Although I understand that Mr D is unhappy that the loan was later passed to a third party I do not consider that Provident has acted unreasonably or unfairly in doing so. I also note that it wrote to Mr D to inform him that this was happening, and outlined the details of the new owner of the account.

Mr D has recently said that a member of Provident staff was rude to him and threw back his £20 payment offer when he was unable to make his regular £24 instalment. There is a lack of persuasive evidence to show that Mr D was treated in this way by a member of Provident staff. I also note from account statements that Mr D was on a reduced £2.50 instalment plan around this time – therefore, I consider it unlikely that Provident would have refused an offer of £20.

Overall and on balance, I am unable to fairly conclude that Provident has acted in error here. I understand this is not the outcome Mr D wanted. However, he does not have to accept my decision.

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr D either to accept or reject my decision before 21 October 2014.

Mark Lancod

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 matters are unclear or in dispute I make my findings on the balance of probabilities – which is to say, what I consider most likely to have occurred based on the evidence that is available and the wider surrounding circumstances.

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.