

complaint

Mr L complains that Provident Personal Credit Limited didn't collect his payments properly and didn't treat him positively and sympathetically when he suffered financial hardship.

background

Mr L has loans with Provident. He explains that he had a good relationship with the previous Provident agent who came to collect his payments. Just before the agent left the company Mr L had difficulty making his repayments and a reduced payment arrangement was agreed. After the agent left Mr L explained that the new agent didn't come to collect payments and when he explained he was having financial problems the agent was bullying and unhelpful. Mr L says he signed a form about a reduced payment arrangement in the wrong place and he wasn't given a copy of it. He thinks that it is void. Mr L explains that because the agents didn't call he fell into arrears and now he is being threatened with debt collection. Provident say that agents tried to call to collect payment from Mr L but couldn't get a reply.

Our adjudicator didn't think that the complaint should be upheld. She thought that Provident had tried to help Mr L by agreeing a reduced payment plan and ordering a payment card for him to use instead of putting the payment on the door. She thought that Mr L should have made other arrangements to make repayments or contacted Provident when the agent didn't call. Mr L didn't agree and said in summary that Provident was covering up the fact that it didn't make contact with him and no calling cards were left.

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 sympathise with the situation that Mr L is in and I can understand why he is upset that regular calls to collect the money were not made in the same way as his previous collector. If Mr L wasn't at home he wouldn't know whether an agent had called or not especially if calling cards weren't left. Mr L says that he put the money in an envelope on his door but no-one came to collect it. Provident has provided records that show agents came to collect money but there was no answer and that telephone calls were made but there was no reply.

Mr L says he did meet with a Provident representative to discuss his financial difficulties. He says that this person was pushing for him to pay more money and he felt uncomfortable about this. A reduced repayment plan was arranged and Mr L said he signed the form in the wrong place and wasn't given a copy. He thinks that the form is void because of this. I don't agree with Mr L about this. The agreement was for reduced repayments and he wanted to make lower repayments because of his financial problems. It was in Mr L's interests for Provident to agree to the reduction so I don't think the agreement should be set aside because Mr L signed it in the wrong place.

Provident has said that one payment was collected from the door but it told Mr L it would not collect in this way and a paypoint card was ordered. Although Mr L says that the agents did not call I can't say that they didn't come when he was out. Mr L says that some calling cards were left so Mr L knew that people had called.

Overall, I think that Provident did try to collect the money in person from Mr L on a few occasions. Mr L knew that the payments had not been collected and so I think it is reasonable to expect him to have contacted Provident to make other arrangements to pay.

I know that Mr L thinks that the staff at Provident has not told the truth about the visits to him and he is concerned about a cover up. I can see from the paperwork provided by Provident that attempts were made to contact Mr L and he accepts that some calling cards were left and telephone calls were made. Even if nobody came I would still expect Mr L to contact Provident to make other arrangements to pay the money back. No repayments have been made since October 2014. I don't think that it is fair or reasonable in the circumstances to write off the debt.

my final decision

My final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 December 2015.

Emma Boothroyd
ombudsman