

### **complaint**

Mr P complains about the customer service he received from Provident Personal Credit Limited in respect of a loan he took out with them. His repayments were to be collected weekly by an agent.

### **our initial conclusions**

The adjudicator recommended that the complaint should be upheld in part. She considered that Provident was entitled to record information on Mr P's credit file to reflect the fact he had not made payments. Mr P did however receive poor customer service from the agents who collected his repayments. The adjudicator recommended that Provident should pay £100 compensation for this.

Provident does not agree. It says that its agents called at different times when Mr P did not make his contractual payments. He would not engage with Provident's office, and so it had to send agents to his house on a number of occasions.

### **my final decision**

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

I appreciate that Mr P was in arrears with his payments, and Provident had to take steps to recover the outstanding sums. I note that a number of different agents visited Mr P's home at different times of the day. These visits were not always at an agreed date or time, and some happened late in the evening. Further the agents did not always turn up when an appointment had been arranged. I consider that this caused some trouble and upset for Mr P. I consider that the £100 compensation recommended by the adjudicator is reasonable to reflect this.

As the adjudicator has pointed out, Provident was entitled to record information on Mr P's credit file when he did not make the payments that were due under the loan agreement. It would not be fair for me to require it to remove these entries. They are a true reflection of what has happened.

**My decision is that I uphold the complaint in part as set out overleaf.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr P either to accept or reject my decision before 29 June 2015.**

*Rosemary Lloyd*

*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**

Provident Personal Credit Limited should pay Mr P £100 compensation for trouble and upset.

#### **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.