

complaint

Mr H complains about his dealings with Provident Personal Credit Limited. In particular he complains that the term of a loan was misrepresented to him, that an agent's friend came to his house while the agent collected his payment and that his account book has not been kept accurately.

background

Mr H has been a Provident customer for several years and has had a number of loans from it. A loan was issued to him in May 2012 over 81 weeks but Mr H says that it should have been over 50 weeks. When Provident's agent was with him, the agent's friend knocked at his door which he says is a breach of data protection and his privacy. Then, when reviewing his account book, he noticed that some calculations have been made incorrectly. He complained to Provident but was not satisfied with its response so complained to this service.

The adjudicator recommended that this complaint should be upheld in part. She concluded that Provident had arranged to visit Mr H to amend the loan to a 50 week term but that he had cancelled the visit. She noted that Provident had apologised for the agent's friend knocking at Mr H's door and had offered to pay him £50 compensation for his distress and inconvenience, which she considered to be fair and reasonable. She also concluded that, whilst the outstanding amount of a previous loan had been corrected, there were further incorrect calculations in the account book. She recommended that Provident should pay a further £75 compensation for the distress and inconvenience caused by those errors.

Mr H says that he is seeking punitive damages because there was a breach of his data protection when the agent brought a friend to his house. Provident says that it will not increase its offer and does not agree to pay £75 compensation for the errors in the account book.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Provident arranged to visit Mr H to complete new paperwork to allow the loan issued in May 2012 over 81 weeks to be cancelled and to amend its records to complete the loan over 50 weeks. Mr H cancelled that visit. I am not persuaded that there is enough evidence to show that the term of the loan was misrepresented by Provident but I consider that its offer to visit Mr H to adjust the term of the loan is fair and reasonable.

Provident accepts that it was inappropriate for its agent's friend to knock on Mr H's door and it has offered to pay him £50 compensation for his distress and inconvenience. I have not seen any evidence to show that a breach of Mr H's data protection has taken place and, in the absence of such evidence, I consider that Provident's offer is fair and reasonable. We offer an informal dispute resolution service and have no power to punish a business for what it has done so I would be unable to award punitive damages against Provident in any circumstances.

There had been an error in Mr H's account book concerning a previous loan but that error has now been corrected. However, a review of the account book shows that a number of

simple subtraction errors have been made. Whilst I accept that there would be little value in correcting errors made on loans that have now been settled, such errors should not have been made and will have caused Mr H distress and inconvenience. I consider that it would be fair and reasonable for Provident to pay a further £75 to Mr H to compensate him for that distress and inconvenience.

I therefore consider that Provident should pay a total of £125 compensation to Mr H.

my final decision

For these reasons, my decision is that I uphold Mr H's complaint in part. In full and final settlement of it, I order Provident Personal Credit Limited to pay a total of £125 to Mr H to compensate him for the distress and inconvenience that he has been caused.

Jarrold Hastings
ombudsman