

complaint

Miss H complains about Provident Personal Credit Limited (trading as Provident)'s handling of her repayment plan. Provident gave Miss H a payment card with the wrong number on it, and some payments went missing. With her mother's assistance Miss H queried this with Provident. It said it would investigate, but continued to send Miss H arrears letters, which upset her. Provident says it's found and applied the missing payments, which has left an outstanding balance. As a result, it sought Miss H's repayment proposals.

our initial conclusions

I recently wrote to the parties setting out how I thought matters should be resolved. The receipts and the account records indicated the outstanding balance was correct. But I thought Provident could've handled things better, and given clearer explanation about where the payments went. Because it didn't, Miss H experienced a good deal of uncertainty. I proposed Provident pay Miss H £200 compensation for this, less the remaining £48 balance.

Provident agreed to my proposal. But Miss H and her mother didn't think it went far enough. And they felt there were still missing payments. They sent in copy receipts to support this belief, and asked me to review the proposal.

my final decision

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

As I said previously, the evidence I've seen shows Miss H's account has been credited with the payments she made, albeit that some of the credits were delayed. The receipts Miss H and her mother sent me are the same as I've already seen. So I've no reason to reach a different conclusion from the proposal I set out previously. I think it's a fair way to resolve the complaint.

My final decision is that to settle this complaint, Provident Personal Credit Limited (trading as Provident) should pay Miss H £152. It should also clear her remaining balance, so that no further payments are due from her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H either to accept or reject my decision before **7 March 2016**.

Niall Taylor

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

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.