

## **complaint**

Mr A is unhappy with the customer service provided by Provident Personal Credit Limited, trading as Provident. Mr A's complaint is brought to this service by a family member. But for ease, I shall refer below to all actions being taken by Mr A, unless otherwise stated.

## **background**

Mr A entered into a loan agreement with Provident in May 2017. The agreement said that he had to make 52 weekly repayments of £36, which were to be collected from Mr A's home by Provident's agent on a weekly basis. Mr A's wife dealt with the agent as she was at home. Regular repayments were made to the agent until 4 July 2017. After that, no one appeared for the next collection. Mr A's wife phoned Provident's automated payment line to make Mr A's due payment on his behalf in July 2017. Then nobody came for four weeks to collect the repayments until 16 August 2017. And whilst Mr A's next repayment was collected on 30 August 2017, nobody then came for another three weeks. Mr A also said that he had tried phoning Provident to get an agent to come, but the phone was always engaged. He wants a proper apology from Provident.

Provident upheld Mr A's complaint. It apologised to Mr A in its final response letter and sent him a cheque for £30 compensation in view of the trouble and upset caused to him which had resulted from the changes it had made to the way it operated. It said that it had written to Mr A in February 2017 to tell him about the changes it would be making.

The executive assistant dealing with the complaint concluded that Provident's payment of £30 compensation, its apology and its assurance that no adverse data would be recorded on Mr A's credit file were fair and reasonable in the circumstances.

## **my findings**

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

As some of the evidence is either incomplete or contradictory, I've made a decision on what I think is most likely to have happened – based on what's available.

I've seen a copy of Provident's loan agreement and its terms and conditions. I note that Provident's terms and conditions say that the weekly instalments are to be "*paid direct to your agent calling weekly at your home*". They also say that the payment book "*will be updated weekly*". So, I can see that contractually, Mr A was led to expect that his repayments would be collected weekly. So, I can understand that Mr A would have felt concerned when the agent didn't appear for several weeks.

I note that Provident said that it had provided information to its customers about the changes. I asked for copies of these. I note that Provident wrote to its customers in February 2017 to advise them of the changes it was proposing to make. The letter said:- "*Please be reassured that nothing will change and the arrangement you have in place with your Agent will continue....we will keep you informed of any changes that may affect you....You don't need to do anything as you'll still receive the service you expect from us now and in the future*".

Provident wrote to its customers again in July 2017. This letter said:- *“From 6 July you’ll have a whole new Customer Experience team to deliver a friendly personal service to you. Expect a visit from us soon after this date.....You can rest assured that your current loan and repayments won’t change at all. You’ll carry on making the same repayments each week at your home visit”*. So, I can see from the letters that despite the process changes, it was likely that Mr A would have understood that the agent’s regular visits would continue.

Mr A said that his wife dealt with Provident’s agents and the repayments as she was at home. She had also called Provident on his behalf to make a payment on its automated payment line. But Mr A said that his wife suffers health issues. He explained that she panics very easily if she isn’t able to pay her bills. And as she wasn’t able to pay or contact anyone at Provident regarding the payments, this was very upsetting for her, and it went on for six to seven weeks. I can see that Mr A would have been affected by his wife’s reactions as a result of the missed agent’s visits.

Mr A also said that he made several calls to Provident’s local office and head office about this. But each time Provident’s phone was engaged and he couldn’t get through. He also said that Provident’s agent had warned him about the changes and that there might be problems with agents getting out to collect the payments at the beginning. But, it appears that he hadn’t been warned that the issues would last as long as they did.

I can see that Mr A has suffered some trouble and upset as a result of Provident failing to collect his repayments. Although he wasn’t the person who was dealing regularly with the agents and awaiting their visits and payment collection, I can see that he has been inconvenienced to some extent by trying to contact Provident about the missed collections. And I can also see that he would have been upset by his wife’s reaction to the issue. But I also note that Provident responded promptly to Mr A’s formal complaint, it apologised, and paid him £30 compensation. Overall I think this is appropriate in Mr A’s circumstances.

### **my final decision**

My decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr A to accept or reject my decision before 16 April 2018.

Roslyn Rawson  
**ombudsman**