

complaint

Mr D complains that Provident Personal Credit Limited failed to credit payments to his account. He says that a fired agent had lost his payment book. And that his outstanding balance should be lower. Provident says the account balance is correct and although Mr D's payment book could not be located he had been provided with a balance card and regular statements of arrears. It says that its agent left due to ill health and no discrepancies were found with the account. It says Mr D missed payments and had not provided specific evidence or examples of when payments had not been allocated. Provident offered £200 as a gesture of goodwill to resolve the matter.

our initial conclusions

Our adjudicator could not find evidence that would suggest that Mr D's account balances are incorrect. He said that he had checked the statements for the outstanding accounts against the collection details and could not find any payments that had not been allocated. Mr D disagrees with this assessment and says Provident lost his payment book which is all the proof he needs - he has provided bank statements which he says show that he had the means to pay Provident.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr D and the business have provided. I appreciate that Mr D says his balance should be less than it is. However, although he has provided bank statements showing the funds available to him over a period of time, he has not provided specific examples of payments that he has made that have not been credited to his account. There is a lack of certainty as to what Mr D believes his outstanding balance should be. Initially, it appears he told Provident it should be £800-£900 and more recently has suggested that his ex-agent told him it should be £300-£350. I have looked at Provident's submissions and account statements. Overall, I find them to be detailed and credible. While it appears that Mr D's payment book was lost at some point, there is a lack of persuasive evidence to show that this has resulted in payments not being credited to his account. I cannot fairly conclude that the loss of the book in itself means that Mr D's balance is incorrect. Mr D's account shows that some cheques have bounced and that there are several missed payments— however, in this instance, on balance, I am unable to fairly conclude that Provident is responsible for failing to properly allocate payments.

My final decision is to leave it to Mr D to decide if he wishes to accept Provident Personal Credit Limited's goodwill offer of £200.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr D either to accept or reject my decision before 23 September 2014.

Mark Lancod

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

Where evidence is unclear or matters are in dispute I make my findings on the balance of probabilities – which is to say, what I consider most likely to have occurred based on the evidence that is available and the wider surrounding circumstances.

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.