

## **complaint**

Mr Q complains that Provident Personal Credit Limited will not remove the default that he says it unfairly recorded on his credit file. He also complains that he was not told at the time he took out his loan of his right to cancel it.

## **background**

In 2008 Mr Q took out a loan with Provident payable by weekly instalments. He paid two payments to Provident's collection agent totalling £18.00 and then did not make any further payments. Mr Q said that he moved address shortly after that and notified Provident on the telephone and in writing of his new address. He said as the collection agent did not call at his new address he made no further payments. He also said he did not receive the default notice because it went to his old address, and he was not notified when he took out the loan of his right to cancel it. Further, in his view, the default notice was defective.

The adjudicator did not recommend that the complaint should be upheld. She was satisfied that Mr Q had been told of his right to cancel the loan in the documentation he received when he took the loan out. She was also satisfied that Provident had not unfairly registered the default, and therefore could not reasonably be required to remove it.

Mr Q disagreed with the adjudicator, and said, in summary, that he contacted Provident and offered to repay the loan in full if it removed the default. He also said that the adjudicator had unfairly taken Provident's word against his, even though Provident could not provide proof of these facts.

## **my findings**

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

The form that Mr Q signed when he took out the loan said he had a short time in which to cancel it. Provident said it sent Mr Q further details about this in the welcome pack it sent him about the loan. I accept that more likely than not this did happen. Mr Q disputes this, but even if I accept his version of events looking at the wider circumstances Mr Q did not appear to want to or try to cancel the loan, he received the benefit of the loan money, and began making loan repayments.

Mr Q says that the reason he did not continue to make loan repayments was because he moved address and a collection agent did not call at his new address. Provident has no record of Mr Q contacting it to tell it he had moved. But even if Mr Q believed that Provident had his new address, he knew he was not making the repayments required under the loan agreement. There were other ways he could have gone about continuing to make these payments, other than via a collection agent. I therefore do not consider that Provident acted unfairly or unreasonably when it issued the default notice because Mr Q had defaulted on his loan repayments.

Provident said it sent the default notice to his last known address. Mr Q has questioned the legitimacy of the default notice because the copy he was sent did not comply with the Consumer Credit Act; because he said it does not have his correct name and address and details of the creditor on it. Provident said that when the notice was reprinted a formatting error occurred, and it was unlikely the original was incorrect. Provident has also provided a copy of the covering letter that went with the default notice. This letter provides all the information that Mr Q said was missing from the default notice. I am satisfied that, irrespective of whether the actual default notice was technically incorrect, taken together the default notice and covering letter properly put Mr Q on notice that Provident was intending to take action to recover the debt. And I do not consider that it did anything wrong by sending it to the last known address it had on file for Mr Q. Having reached these conclusions, I do not consider that Provident acted unfairly when it registered the adverse information about this debt on his credit file, as it accurately reflected how his account was run.

Mr Q has said that he has offered to repay the loan in full if Provident removes the default. Provident has a responsibility to record accurate information about how an account was run, and so I do not consider it has responded unreasonably by not agreeing to this.

**my final decision**

My decision is that I do not uphold Mr Q's complaint.

Kim Parsons  
**ombudsman**