

complaint

Mr F complains about the service he received from Provident Personal Credit Limited in relation to his loan account.

background

Mr F says he's had to chase PPC to get an agent to call at his home to collect his payments. He says its agents haven't turned up for a large number of appointments and this has resulted in substantial arrears on his account. And he says PPC's completely let him down despite promising a visit but then nobody attending.

Mr F also says he intended to enter a contract in which payments are collected at his doorstep, as advertised by PPC. He says he takes its continuous failures to call and collect his payments as a breach of the contract, making it null and void. He says out of desperation he's made some payments by card, but he says this has caused inconvenience because he's had to travel to the city centre to put finance into his bank.

So, Mr F says he wants the interest on his two remaining loans with PPC to be cancelled.

PPC says it acknowledges Mr F's customer experience manager hasn't adhered to his preference date to collect his payments. It says it's sorry for any trouble and upset this may have caused Mr F. It says it's paid him £150 by way of further apology. And it says it's taken steps to ensure any missed payments caused by this disruption aren't reflected on his credit file.

Mr F complained to PPC about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr F's complaint shouldn't be upheld.

Mr F disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

my findings

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

I've decided not to uphold Mr F's complaint and I'll explain why.

I think Mr F had a reasonable expectation that PPC would send an agent to his home at an agreed time each week to collect his loan repayments, although his agreement also refers to alternative methods of payment.

The information I have indicates PPC's failed to collect payments from Mr F on around 30 occasions and this has caused his account to go into arrears. But PPC's apologised for this situation and paid Mr F £150 compensation. It's also confirmed he won't be paying any additional interest as a result of the arrears on his account. And, very importantly, it's removed the missed payment markers from his credit file.

So, I think PPC's taken reasonable steps to put Mr F in the position he would've been in if it hadn't made its acknowledged errors. And I don't think it would be fair for me to require it to cancel the interest on his loans or pay him any more compensation, in the circumstances.

So, this means I can't uphold Mr F's complaint.

my final decision

I don't uphold Mr F's complaint against Provident Personal Credit Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 June 2018.

Robert Collinson
ombudsman