

## The complaint

R complains that Premium Credit Limited, who I'll call Premium Credit, took two payments towards his running credit agreement in the same month when they merely wanted to change the payment date.

### What happened

I issued my provisional decision on this complaint in October 2023. An extract from that provisional decision is set out below.

I don't currently agree with our investigator's view. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When R wanted to change the date of his running credit payment it was agreed that payment would be taken on 13th of the month. The first, delayed, payment was already set up for 13 March 2023 and Premium Credit have explained they accepted the date change on the basis the date would be "accelerated" and thus moved forward. That meant that the payment due on 1 April 2023 was brought forward to 13 March 2023, meaning that two payments were deducted that day.

I can't see that Premium Credit communicated that to R and I think it would only have been fair for them to do so, he was their customer and I don't think it would be reasonable to rely on the broker to provide that information. Afterall it seems the reason R wanted to repay the credit in 12 instalments rather than the usual 10 was because it was more affordable for him. I think that should have made it clear that R would struggle to pay two instalments in March, even if that meant there would be no instalment to pay in April 2023.

### What I've provisionally decided – and why

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

I can understand that the additional monthly credit burden in March 2023 would have been worrying for R, but it seems the payment was made, and I've not seen evidence there was any financial impact. In the circumstances, I think Premium Credit should pay R £50 in compensation for the distress and inconvenience caused.

# My provisional decision

I'm expecting to uphold this complaint and to tell Premium Credit Limited to pay R £50 to

## compensate him for the distress and inconvenience caused.

## Further comments and/or evidence

Premium credit had no further comments, but R did respond. He said that Premium Credit could have sorted the issue on the same day that he called them. He said it was unnecessary to wait a month, and to ask him to make two payments when he did not have the budget. He explained that he had no option but to pay as he needed the insurance cover, and he stessed that there had been a financial implication as his insurance cost had risen significantly.

# What I've decided – and why

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

I'm not persuaded Mr R has provided sufficient evidence of financial detriment. I don't think I have sufficient information to suggest his insurance increased as a result of the issue, and while I understand there was distress and inconvenience caused by Premium Credit's actions, I think £50 is sufficient compensation in the circumstances.

# **Putting things right**

My provisional decision, therefore, remains unchanged and becomes my final decision on this complaint.

### My final decision

For the reasons I've given above, I uphold this complaint and tell Premium Credit Limited to pay R £50 to compensate him for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask R to accept or reject my decision before 22 December 2023.

Phillip McMahon Ombudsman