

complaint

Mr B complains that Provident Personal Credit Limited's agents, who collected loan repayments from him, didn't correctly apply what he paid, towards his accounts.

background

Mr B took home-collected loans with Provident. The normal process is for an agent to attend Mr B's home on a weekly basis to collect his repayments. He says that he's discovered that whilst he was handing over £100 cash each week, only £50 was being applied to his loan account.

Provident didn't agree that anything had gone wrong, so Mr B brought his complaint to this Service. One of our adjudicators looked into Mr B's complaint and recommended that it shouldn't be upheld. He's unhappy with that assessment and has asked for his complaint to be considered by an ombudsman. So, Mr B's complaint has come to me for a final decision.

I'd like to take this opportunity to apologise to Mr B for the length of time his case has been with us. I'm sorry it has taken so long for him to receive an answer.

my findings

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

Mr B feels he's been treated unfairly by Provident. He is sure that he paid £100 per week to the agent who called at his home for repayment of his loans. He thinks that the correct amounts weren't applied to his accounts and he wants Provident to put that right.

Where there is a dispute between the parties, my role is to review the information and evidence which is available and to decide what is more likely to have happened. Mr B has brought this complaint, but he hasn't been able to provide any evidence to show how much he paid and when.

Provident says that its agents always provide receipts to customers for their payments and it adds that it hasn't had any other similar complaints about the agents involved. It has provided statements of account for two loans taken by Mr B. The first was for £2,500 on 14 December 2015 (I'll call this Loan 1) and the second was for £2,000 on 19 July 2016 (Loan 2). The weekly rate for Loan 1 was due to be £50 but on Loan 2 it was £40.

This meant that from July 2016 Mr B had two live loans to repay. And it seems that the total repayable was due to be £90 per week.

From Mr B's statements of accounts for his two loans I can see that in a lot of weeks (especially in the months following Loan 2) he did actually repay £100 to Provident – and this was recorded - but this sum was divided between the two loan accounts.

For example, on 25 July 2016 Mr B paid £50 towards Loan 1 and £50 towards Loan 2 to Agent J. Generally, this was the pattern with Agent J although I note that on 29 August Mr B only paid £10 on each account; a week later he didn't pay anything on either. However, in the following week he paid £100 on each account – perhaps to make up for the earlier

missed payments? In March 2017 Agent J began to apply £60 towards Loan 1 and £40 towards Loan 2.

Agent J stopped collecting repayments from Mr B at the end of March 2017 at which point a new agent attended Mr B's home. Over the following months Mr B made payments to several different agents. Generally speaking Mr B continued to repay a total of £100 per week and it was divided £60:£40 between the two loans.

In April 2017 Mr B made only one payment of £100 and that was to Agent W. That was split between the two loans as before, but no other payments were made that month.

In May and June 2017 Agent M began to make the collections. Generally Mr B paid him £100 per week and this was applied to the two accounts; sometimes £50:£50 but also at £60:£40.

In October and November 2017 there was a period of six weeks when no payments were made on either account. The agents at that time were Agents W and R. And generally speaking, the payments became sporadic and for various amounts from that time. There were many weeks when it seems Mr B didn't pay anything. At the start of February 2018 Mr B paid Agent R £100 which was split £50:£50 between the two accounts but after that he tended to pay £50 per week applied to the accounts £25:£25. Mr B's last payment on the two accounts occurred on 5 March 2018 when he paid Agent R £50 which was applied equally between the two loans. From that point Mr B made no further repayments towards his loans. And in May he complained to Provident that he was unhappy with the number of agents he'd had, he hadn't received receipts and that he'd made payments which hadn't been applied to his account.

I accept it's possible that Mr B made a payment to an agent which wasn't applied to his accounts. But he hasn't been specific about when that happened or how often. And he hasn't shown me any sort of documentary evidence to support what he's saying. I think that what is more likely to have happened here is that up until late 2017 Mr B usually handed some cash - most often - £100 which was divided between his two loan accounts. According to the statements of account, there were only four weeks when a total of just £50 was paid by Mr B and there weren't any weeks when a sum was applied to one loan account but not the other. I can see that after Agent J ceased to call at Mr B's home about 17 other agents called to collect Mr B's repayments. This was a lot of different people, but I'm not persuaded that any or all of them received £100 from Mr B but only applied £50 to one of his accounts. In the last few months on the statements, from what I can see, nothing was applied to either account – suggesting that Mr B wasn't making any repayments whatsoever.

Taking everything together I'm not persuaded I can safely conclude that Mr B has lost out as a result of something Provident's agents have done wrongly with the payments he made. I think it's more likely he's mis-remembered what he's paid and to whom, and has wrongly reached the conclusion that someone has been "pocketing the money", as he puts it.

I'm sorry that this isn't the outcome Mr B was hoping for, but I hope that my explanation above has helped him understand my reasons for not upholding his complaint about how his payments were applied to his account.

my final decision

For the reasons outlined above I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 March 2020.

EJ Forbes
ombudsman