

**complaint**

Miss S complained that Provident Personal Credit Limited lent to her irresponsibly. These were three home-credit loans.

**background**

A summary of Miss S's borrowing based on the information provided to us by Provident can be found below;

Loan	Date	Capital sum	Term	Repaid
1	18 August 2016	£200	23 weeks	7 December 2016
2	30 September 2016	£200	26 weeks	outstanding
3	2 December 2016	£500	52 weeks	outstanding

One of our adjudicators looked at the complaint and thought that Provident should put things right for Miss S in relation to Loan 3. Provident agreed and has put forward its figures and actions to comply with the adjudicator's view.

Miss S has said *'I do not accept this offer as it has been said they shouldn't of lent me the money so I will not be paying it back.'*

The complaint remains unresolved and has been passed to me to decide.

**my findings**

I have considered all the available evidence and arguments to decide what I consider to be fair and reasonable in the circumstances of this complaint. We have set out our general approach to complaints about high cost lending - including all the relevant rules, guidance and good industry practice - on our website.

As Provident has accepted the adjudicator's view then the merits of the complaint have been resolved. All that is left is to determine the redress due to Miss S.

Loan 3 is the loan which our adjudicator recommended is upheld and that means that Provident needs to put things right for Miss S in line with our usual approach. That means that any unpaid fees and charges should be removed from Loan 3, any repayments Miss S has made to Loan 3 need to be allocated as if she has paid down the principal sum (£500). Her credit file needs to be amended for Loan 3.

Provident has said to us that Miss S has repaid £144 of that £500 loan leaving (without the interest on it) £356 left to repay.

Miss S' response leads me to think that she wants the principal sum written off and that she is of the view that she does not have to repay anything. Having considered the case then I am not going to decide that is the fair and reasonable outcome here. Miss S has had the benefit of the £500 principal sum in December 2016. And in line with our approach to these types of cases this sum needs to be repaid.

Provident has told us that there is an outstanding balance on Loan 2 of £100. That will be a matter for Provident and Miss S to agree as to how it is to be repaid.

So, I endorse what Provident has agreed to do to put things right for Miss S. Provident has accepted the adjudicator's view and Miss S and Provident will need to come to a mutually acceptable repayment arrangement for the £456 – the total outstanding on loans 2 and 3.

I remind Provident of the need to treat Miss S in a positive and sympathetic way when approaching the matter of the debt.

**my final decision**

My final decision is that I endorse Provident's offer to settle this complaint and Miss S will need to repay the outstanding sums.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 6 June 2020.

Rachael Williams  
**ombudsman**