

## **complaint**

Mr F complains that he was pressured by Provident Personal Credit Limited into taking a loan.

## **background**

Mr F explained that he wanted a loan at a promotional rate. When Provident's agent visited his home to arrange the loan she said she could not offer him the promotion and was confused about the interest rate. Mr F explains that she pressurised him into taking more than he wanted to borrow and because she had her daughter with her he felt uncomfortable and accepted the loan. Mr F has told us that he has a medical condition and confrontation makes him anxious and so he felt unable to refuse the loan.

Our adjudicator did not recommend that the complaint should be upheld. He considered that Mr F could have asked the agent to return at another time if he was uncomfortable or he could have withdrawn from the agreement. Mr F did not agree and responded to say in summary that the adjudicator had not taken account of his medical condition and he was never told that he could withdraw from the loan.

## **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 there is a dispute about what happened, I have based my decision on the balance of probabilities – in other words, on what I consider is more likely to have happened in the light of the evidence.

Mr F says that he was eligible for a promotional loan rate and he phoned the company to arrange a visit to complete the loan. Provident explains that the business offers a personal service to customers in their homes. Mr F had difficulty getting hold of his local office and he phoned the head office which in turn put him through to the manager of a local office. It was arranged that someone would visit him the following day which was a Saturday to complete the loan paperwork.

Mr F says that when the agent arrived she was accompanied by her 10 year old daughter. Mr F says that this was unprofessional and he did not feel, because of his medical condition that he could refuse the visit. He says that the agent could not work out the figures for the amount he wanted to borrow so she offered him more. The promotion could not be offered either so Mr F says he was pressurised into taking out more than he wanted at a higher rate. He said that he could not refuse because it would have made him anxious.

Provident has spoken to the sales agent and she has provided her written account. She explains that because the request was urgent and on a Saturday she had to take her daughter with her but she checked with Mr F that he was comfortable with this. She says that at no time did Mr F appear uncomfortable or anxious with regard to the presence of her daughter.

The agent explains that Mr F was not happy that he could not have the loan at the promotional rate. She says that Mr F became quite angry and so she decided to phone her manager to clarify the situation. The manager refused the loan at the promotional rate and explained this to Mr F. The agent gave Mr F some loan options and also suggested that he wait until Tuesday so she could check to see if he was on the list of people who could have

the promotional rate. The agent explains that Mr F became angry again and she was so uncomfortable that she said she would leave if he didn't calm down. Mr F said he wanted the money that day and so it was agreed that he would borrow the money over 84 weeks.

I wasn't present and so I can't be sure what was discussed. But I think it is more likely that Mr F agreed to the terms of the loan as presented to him because he wanted the money that day. Mr F had been chasing Provident to arrange the loan and had called head office to complain when he couldn't get an answer from his local office.

The credit agreement signed by Mr F has a paragraph just above his signature explaining his right to withdraw from the loan within 14 days. If he was unhappy with the arrangement the paragraph explains that he needs to contact Provident and repay the amount borrowed with interest if applicable. I think that Provident did tell Mr F about the cooling off period.

Overall, I am not satisfied that Mr F felt pressured into taking the loan because of his medical condition and because the sales agent's daughter was present. From the information I have seen I think Mr F wanted the loan that day and chose to take it on the terms offered. I can understand why he is unhappy that he did not get the promotional rate he was expecting but I cannot conclude that Provident has made any error.

#### **my final decision**

My final decision is that I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I am required to ask Mr F to accept or reject my decision before 1 May 2015.

Emma Boothroyd  
**ombudsman**