

complaint

Mrs Y complains about two loans from Provident Personal Credit Limited (PPC), for which she makes payments to an agent of PPC, who makes weekly visits to her home. She disputes one of the loans, and says that the agent has been collecting more than the weekly payment required to cover both loans. She also complains that she has not been supplied a paying-in book, which would provide a record of payments made.

background

PCC said there was nothing to suggest that Mrs Y had not taken out the disputed loan, and sent a copy of the signed agreement to her. PCC statements showed that, between January and early April 2014, she was paying £10.50 per week for one loan, and £15 per week for the other loan in her name. PCC also said that Mrs Y had agreed to make payments to another loan account, not in her name, and was doing so until mid-April 2014 when all payments stopped.

Mrs Y is represented by a relative, Mr Z. He contacted PPC in April 2014, and wrote to them in June. PPC send him a final response letter in August 2014, and the complaint was referred to us in September.

Our adjudicator did not think the complaint should be upheld. She said there was no evidence to show that PPC had made errors with Mrs Y's account. She acknowledged that there had been a difficulty in obtaining a paying-in book – but, as Mrs Y's account had been passed to PPC's Collections department, agents would no longer be visiting her to collect payments. Our adjudicator added that Mrs Y would need to liaise with Collections about repayment.

Mr Z disagreed with our adjudicator. He said:

- Mrs Y continued to dispute one of the loans
- she had repeatedly requested a paying-in book, as there was no record of her payments to the agent
- he could not understand why the agent had not given her receipts
- he also still could not understand why Mrs Y had been paying more than the weekly amount required to cover both her loans

In response to Mr Z's concerns about paying-in, PPC said that receipts would have been issued to Mrs Y, but it was unable to provide supporting evidence. It also said that a paying-in book was provided, when requested by Mr Z on Mrs Y's behalf.

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 evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

I share our adjudicator's view that there was no evidence to show that PPC had made errors with Mrs Y's account. Although the evidence from PPC is incomplete and Mr Z disagrees, he has not provided evidence in support of his view.

In particular, our adjudicator said that the account not in Mrs Y's name, into which she was making payments, was in the name of somebody who lived at the same address as her. Our adjudicator suggested that Mr Z might wish to discuss the matter with Mrs Y and anyone else residing at her address. I agree with this suggestion.

Therefore, and on balance, I find that have come to the same conclusion as our adjudicator.

my final decision

For the reasons explained above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs Y to accept or reject my decision before 27 April 2015.

Roy Mawford
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