

## **complaint**

Mr M complains that he sent a request to Provident Personal Credit Limited (trading as Satsuma Loans) to withdraw from his loan but this wasn't actioned and he was charged an additional amount when his loan was settled.

## **background**

Mr M entered into a loan agreement with Satsuma Loans on 11 June 2018. He says the terms of the agreement set out that if notification was received within 14 days of the loan being taken out and funds repaid within 30 days no charges would be applied.

Mr M applied for the loan through the mobile app and says he also used this to notify Satsuma Loans of his cancellation as he couldn't get through by telephone. He says that because the message was sent through the mobile app he hasn't got an email or other evidence he can provide to show what was sent.

Mr M says that Satsuma Loans said it didn't receive his notification and charged him a large amount of interest when he settled the loan. He says this has left him out of pocket and caused a great deal of stress.

Satsuma Loans says that Mr M raised a complaint regarding a number of issues. In regard to the issues raised in his complaint to this service it says that when a customer contacts it through the mobile app it connects to an email app on their device and sends an email from an email address within the app. It says it has no evidence that Mr M sent an email on the 20 June 2018 (as he had said) asking to withdraw from his agreement. Therefore it didn't accept it had done anything wrong by charging the early settlement amount.

Our adjudicator didn't uphold this complaint. He said he hadn't seen evidence of the notification sent asking to withdraw from the agreement and so he didn't find he had enough evidence to say Satsuma Loans had done anything wrong.

Mr M didn't accept our adjudicator's view. He felt that all his concerns hadn't been addressed. He reiterated that he sent notification by the mobile app and so he had no email evidence. He said he has multiple email accounts set up on his mobile phone and had asked all of these to be checked but this hadn't happened. He said he wouldn't have paid back the funds within 30 days had he not withdrawn from the agreement.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconsistent or contradictory, I have made my decision based on the balance of probabilities - that is what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Mr M's complaint is that he sent notification to withdraw from his loan agreement but despite this he was charged an amount relating to an early settlement.

From the information provided I can see that the loan Mr M is complaining about was entered into on 11 June 2018 and was settled early on 20 July 2018. The terms of the loan did include a 14 day withdrawal period and having looked through Mr M's borrowing history it

appears that he had withdrawn from previous loans. So, it is reasonable to accept that Mr M was aware of what action to take to withdraw from his loan.

Unfortunately for me to uphold this complaint, I need to be satisfied that Satsuma Loans has done something wrong. Mr M has explained how he tried to withdraw from the agreement but without further evidence I do not find I have enough to uphold this complaint.

Satsuma Loans has explained how the mobile app works and that it results in an email being sent. I appreciate the comments Mr M has made about having multiple email addresses but I also note that Satsuma Loans says a record of the sent email will be in the customer's email box, therefore Mr M may wish to check his email accounts to see if he has any further evidence of this notification.

The system notes show that Mr M raised his complaint on 29 June 2018, and was told no notification had been received within the 14 day period and an early settlement amount was generated. Mr M says he wouldn't have paid the money back within 30 days had he not withdrawn from the loan. I can however see that he was provided with the information regarding the lack of notification before the early settlement amount was generated and payments made.

Overall, I can understand why Mr M is upset that he was required to pay the early settlement amount but without further evidence of him notifying Satsuma Loans within the 14 day period I do not find I have enough to uphold this complaint.

### **my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 November 2019.

Jane Archer  
**ombudsman**