

## **complaint**

Mrs B complains that Provident Personal Credit Limited ("PPC") engaged in irresponsible lending to her.

## **background**

Mrs B says PPC approved her for multiple loans in 2011 and 2012. She says she had a lot of payday loans and difficult family circumstances at the time. And she says these loans and excessive charges caused her debt to spiral.

Mrs B also says the PPC agent falsified her income and outgoings. She says the agent told her this was to ensure she would be accepted for the loans she'd asked for. She says at no time did PPC ask for her outgoings so it could work out her disposable income. And she says the agent put down what she thought would get her the loan.

So, Mrs B says she wants PPC to refund the interest she paid on her loans.

PPC says Mrs B provided her own income and outgoing information as part of each of her loan applications. It says these details were captured on a customer details form which included a signed declaration by her stating the information she supplied was accurate. It says she didn't take up the option of the 14 day cooling off period in relation to any of her loans. And it says Mrs B provided payslips to its agent, so it questions how the income stated could've been incorrect, in these circumstances.

PPC also says when Mrs B started going into arrears its local office contacted her to discuss her situation. But it says she declined its assistance. So, it says it disagrees with her claim that its loans caused her to spiral into debt.

Mrs B complained to PPC about this matter. And, being unhappy with its response, she complained to this service.

Our investigator thought Mrs B's complaint shouldn't be upheld.

Mrs B disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

## **my findings**

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

I've decided not to uphold Mrs B's complaint and I'll explain why.

PPC had a responsibility to assess whether the loans it made to Mrs B were affordable. But there's no set list of checks that must be carried out when assessing affordability. I see for each of Mrs B's four loan agreements PPC completed an assessment of her income and expenditure. These indicate her loan repayments should've been affordable, based on her weekly disposable income.

I acknowledge Mrs B says the PPC agent falsified her income and outgoings. But I note on each occasion Mrs B signed to confirm the details of her finances were accurate. And I see

the information about her income was confirmed by payslips. So, in the absence of any other information supporting this aspect of Mrs B's complaint, I can't conclude it's most likely this is what happened.

I see the interest chargeable was stated on each of Mrs B's loan agreements, along with details of the amount of credit being issued to her and the total amount repayable, including interest. So, I think PPC took reasonable steps to make the amount of interest payable clear to Mrs B at the start of each of her loans.

I acknowledge Mrs B has since found herself in financial difficulties. And I've sympathy for her. But I haven't seen anything to lead me to conclude PPC's done anything wrong. So, this means I can't uphold her complaint.

### **my final decision**

I don't uphold Mrs B's complaint against Provident Personal Credit Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 10 August 2018.

Robert Collinson  
**ombudsman**