

## **complaint**

Mr D complains that Provident Personal Credit Limited mis-sold him two loans.

## **background**

Mr D took out two loans with Provident, one in 2009 for £150 and the other in 2010 for £200. The loans were made by an agent who called at his home. In early 2018 he complained to Provident and said he had a mental health condition which is managed with medication which affected his decision making. He also said the terms and conditions were not made clear to him.

Provident said that due to the age of the loans it didn't hold full details, but it considered the loans had been properly made. Mr D brought the matter to this service where it was considered by one of our investigators who didn't recommend it be upheld. He noted Mr D had not defaulted on either loan and his current account around the time of the loans was kept in credit.

He considered the loan agreements which had been signed by Mr D and the pre-contract Information he had been given. He noted that both the agreements and the pre-contract information clearly set out the costs of the loan, and that Mr D could have settled the agreement early. He thought the terms and conditions of the loans were made clear at the time they were taken out.

The investigator also considered they were affordable having taken into account Mr D's weekly income of around £212. Mr D didn't agree and said the passbooks failed to record the interest rate. He said that repaying the loans wasn't easy and he hadn't been made properly aware of the cooling off period.

## **my findings**

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

While I have every sympathy with Mr D I find myself in agreement with the investigator. I appreciate his condition and medication can cause his judgement to be affected, but I don't consider it would be right to say that he should be denied the right to borrow.

I am satisfied the information given to him made the details of the loans sufficiently clear and that he had the right to withdraw from the agreements if he so desired. Provident doesn't have the full records as the loans were taken out some six or more years ago, but I have seen the agreements and the pre-contract material and I believe they contain sufficient information about the terms and conditions of the loans including the right to cancel. The absence of the interest rate on the passbooks isn't sufficient to allow me to uphold Mr D's complaint.

I am also satisfied they were affordable and were both paid off in time and that Mr D stayed in credit with his current account.

In short I consider he was made sufficiently aware of the loan terms and they were affordable and so I cannot see that I can uphold his 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 D to accept or reject my decision before 25 June 2018.

Ivor Graham  
**ombudsman**