

complaint

Mrs K complains, in summary, that Provident Personal Credit Limited ("Provident") is pursuing her for a court debt which she knows nothing about. She also said it made her sign a waiver form but did not leave a copy with her. When she received a copy, the signature on the form was not hers. She wants her loan balance written off. The complaint is brought on Mrs K's behalf by a relative, Miss K.

background

Mrs K has raised several issues:-

1. She said that her account balance was incorrect as Provident's agent had not applied all the payments made by her. Provident said it had investigated this and other than one payment book entry which had been written over and corrected, it had found no indication that Mrs K's payments had not been added to the account. Its payment book had been audited, and no discrepancies were found.
2. She said that Provident was pursuing her for debts relating to court costs that she knows nothing about. Provident said that it had no record of chasing her for court costs. Its records indicated that Mrs K had had two Provident loans (which she acknowledged) and that it had also bought two of her historic catalogue debts from two other lenders.
3. She said that there is a waiver form which does not have her signature on it. She said that Provident pressured her into signing a waiver, which she did, but that the copy it has provided does not have her signature on it. She thinks this means that she has in fact signed something else that may result in her being pursued for further costs.
4. She said that her local council were offering her the chance to have a new kitchen but she did not proceed. She fears she will be charged for the kitchen even though she did not have it fitted. She believes Provident and her local council are connected.

The adjudicator did not recommend that the complaint should be upheld. She concluded that:-

1. There was insufficient evidence to suggest that Mrs K's payments had not been allocated correctly.
2. Provident had not been chasing Mrs K for unknown court debts as Mrs K had suggested. The debts related to two of Mrs K's catalogue debts that Provident had bought from two other lenders. She noted that Mrs K had made payments towards the balances for two years without raising any queries.
3. In relation to the waiver form, it was more likely that the document Mrs K had in her possession was the one she had signed. The adjudicator had seen no evidence that Provident had asked Mrs K to sign something else. She also noted that the waiver document allowed Mrs K to make reduced repayments so it was unlikely that she would be pressurised into signing such a document.
4. There was no connection between Provident and Mrs K's local council.

Mrs K disagreed, and responded to say, in summary, that her signature is not on the waiver form.

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 the evidence is incomplete, inconclusive, or contradictory (as some of it is here),

I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I refer below to Mrs K's issues using the above numbering:-

1. I have not seen any evidence to suggest that Mrs K's payments have not been applied correctly.
2. I note that since the adjudicator explained to Mrs K that two of the debts related to catalogue debts, Mrs K has not queried these further.
3. The copy waiver form provided is a poor copy and it is difficult to tell if the signature is that of Mrs K. But I note that the copy in Mrs K's possession is yellow and Provident explained that the yellow copy is the one that would have been left with Mrs K at the time she signed it. I note that the waiver is offered to Provident's customers to allow them to make reduced payments. Provident has explained that when its representative had visited Mrs K, she had explained that she was having financial difficulties. To assist her, Provident's representative had suggested that she make reduced repayments. In order for this to be formalised, he said that she would need to sign the waiver form which she agreed to do. Provident said that Mrs K later phoned it to say that she did not have a copy of the form. But when its representative called at her house, she produced a copy of the original waiver form she had signed. Provident also said that it had compared the signature on the waiver form to other documents Mrs K had signed, and that the signatures matched. So, on balance, I am not persuaded that Mrs K did not sign the waiver form.
4. Provident said that it had no connection to Mrs K's local council. I also note that Mrs K has checked her credit report and confirmed that there are no entries that she does not recognise.

So, like the adjudicator, and in the circumstances of this complaint, I am not persuaded that Provident has acted inappropriately, and I see no reason for Mrs K's debts to be written off.

my final decision

My decision is that I do not uphold this complaint.

Roslyn Rawson
ombudsman