

complaint

Ms R complains that Provident Personal Credit Limited has not recorded all the payments she made to it under a home credit agreement. She is assisted in her complaint by a health professional.

background

Ms R entered into two home credit agreements in 2012 and 2013. An agent came to her house on a weekly basis to collect and record repayments. When Ms R received her annual statement in August 2014, it showed that 16 payments were missing. Ms R says this is because the agent did not always visit, and payments that she made were not always recorded.

When Ms R made payments to Provident, they were recorded in a book, but no receipts were given to her. Ms R notes that some of the handwritten entries in the book have been crossed out and altered. She says that the payments she has made have not all been recorded.

Ms R brought a complaint to us to consider.

The adjudicator did not recommend that the complaint should be upheld. He considered that the agent had recorded the amounts Ms R made to Provident. The adjudicator considered that the alterations to the book were made when the deductions had not been correctly calculated. The payments Ms R had made had not been changed.

Ms R does not agree with the adjudicator's recommendation. She says that her health problems made it difficult for her to concentrate and notice mistakes made by the agent. Ms R points out that the only evidence she has of the payments she made is the payment book, as no receipts were issued.

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 the light of the available evidence and the wider circumstances.

I am very sorry for the health problems Ms R has experienced.

I have looked at the corrections made in the payment book. They were made to alter the balance after the payments which had been made were deducted. This is because the reducing balance had been calculated incorrectly by the agent. No alterations have been made to the entries which recorded Ms R's payments. I consider that the payments made by Ms R were correctly recorded. I note that all payments were later checked by an audit to check that the payment book entries were correct. I am not persuaded, on balance, that Ms R made payments that were not recorded by the agent. This means that Provident has not acted unreasonably in asking Ms R to repay the sums she did not pay that were due under the home credit agreement.

my final decision

Under the rules of the Financial Ombudsman Service, I am required to ask Ms R to accept or reject my decision before 22 June 2015.

Rosemary Lloyd
ombudsman