

complaint

Mr B complains that loans he entered into with Provident Personal Credit Limited (PPC) in 2011 were unaffordable, and that he was pressured into taking them. He wants these debts to be written off. He also complains that PPC has placed adverse information relating to these loans on his credit file, which he wants removed.

background

PPC said:

- Mr B entered into several previous loans with PPC in 2009 and 2010, which had been repaid in full
- Mr B made full payments on the 2011 loans until July of that year, when he started to make reduced payments, which then completely stopped in October
- PPC's solicitors wrote to Mr B about the missed payments in December 2011, January 2012 and February 2012, but he did not make contact with them
- Mr B's account went to a debt collection agency in March 2012
- Mr B did contact PPC in January 2013, to say he was unwell and behind with payments, but did not indicate that he was in financial difficulties
- Mr B made a formal complaint to PPC in November 2013 about these loans, which it did not uphold
- Mr B was given full details of the loans before he entered into them, he completed a form confirming his weekly disposable income, and he had sufficient information to decide whether to proceed and whether the repayments would be financially viable
- When deciding whether to offer a further loan to an existing customer, PPC takes into account their repayment history, but also relies on them providing it with accurate and up-to-date information about their financial position

PPC provided documentary evidence relating to these loans, including income and expenditure forms completed by Mr B. He challenged the form relating to his second loan, saying that he had not seen the part of it and the income information was inaccurate.

Our adjudicator did not think the complaint should be upheld:

- She said that she would not expect PPC to undertake in-depth affordability checks before deciding to offer these loans, but she felt that it had made appropriate assessments
- She noted Mr B's challenge regarding a form relating to his second loan, but noted that he had signed to confirm that information was correct
- In addition, she reviewed statements provided by Mr B of his bank account, which did not indicate to her that the loans were unaffordable
- She was also unable to conclude that Mr B had been pressured into taking the loans

Mr B disagreed with our adjudicator. He said that PPC did not carry out a credit check on him, and that his bank statements would not take account of the many cash transactions he had made. He also did not accept our adjudicator's explanation of why she was unable to consider information he had provided about PPC's sales practices.

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 evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of

probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Mr B regarded as fundamental the information he provided about PPC's sales practices from a television programme, and from postings by PPC agents and customers. However, as our adjudicator explained to him, the Financial Ombudsman Service is not a regulator and we can only consider the circumstances of his individual complaint.

Mr B said that PPC did not carry out a credit check. However, as our adjudicator explained to him, she considered whether a reasonable comparable lender would have chosen to offer him a loan, based on the information available to PPC at the point of sale – she concluded that it would have, and I share her view.

Mr B explained the limitations of the review made by our adjudicator of his bank account statements. I recognise the point he made but I also consider, on balance, there is insufficient evidence to conclude that the loans were unaffordable.

Again on balance, I consider there is insufficient evidence to conclude that Mr B was pressured into taking these loans. I note that he had previously entered into and repaid several PPC loans, and had dealt with the same PPC agent since 2009, and so it is reasonable to conclude that he was familiar with the process. I also note the point made by PPC that he did not complain about their affordability until two years after the loans were made.

Therefore, I find that I have come to the same conclusions as our adjudicator.

my final decision

For the reasons explained above, my final decision is that I do not uphold this complaint.

Roy Mawford
ombudsman