

complaint

Mr M complains that Greenwood Personal Credit Limited (“GPCL”) is pursuing him for repayment of two home credit loans which he says he has repaid.

background

Mr M had taken out a loan with GPCL in April 2013. He then took two further loans from GPCL in June 2013. Part of the money from these was used to repay the April 2013 loan. Mr M said he had repaid the two June 2013 loans within a couple of months, by paying cash to its agent, but GPCL has no record of this and is pursuing him for repayment. It said that its agent had tried to collect payments from Mr M at his home, but found that he had left his address with no forwarding address.

The adjudicator did not recommend that the complaint should be upheld. She noted that the bank statements provided by Mr M did not show enough cash withdrawn to settle the loans, nor were they evidence that the cash had been used to pay off the loans. She also noted the documents upon which “paid in full SETTLED” had been written, but also noted that GPCL had said that its agent had not signed anything to confirm that payment had been received. So she could not be sure that payments had been made towards the loans and that they had been cleared in full. She did not consider that GPCL had acted incorrectly in taking Mr M’s payment book as this was standard procedure when a new loan was issued. She also said that the agent’s signatures supplied by Mr M did not match those on the receipt documents.

Mr M disagreed and responded to say, in summary, that he had repaid the loans with savings as well as the cash from his bank. He also said that he had not signed the June 2013 loan agreements at the address shown on the agreements as he had moved from that address in May 2013, although GPCL had said that they were signed at this address.

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.

It is clear that Mr M has strong feelings about GPCL’s actions, and maintains that he has repaid the loans. But, in the absence of any evidence other than the receipt documents which GPCL’s agent said he did not sign, I do not consider, on balance, that I can safely conclude that this was the case.

I also note that Mr M said that he had moved address in May 2013 before the two loans were taken out in June 2013. But his email sent to GPCL at the end of September 2013 said that the two loans were cleared and paid in full to its agent “before leaving the address”.

Mr M also said that the two June 2013 loans were not signed at the address shown on the loan agreement as his address. But, if the address was not correct, I would have reasonably expected Mr M to ask for this to be changed at the time. In any event, I note that Mr M does not dispute that he entered into and signed the agreements for these two loans.

It is clear that Mr M feels strongly about the issues he has experienced. However, in order to uphold his complaint I would need to be satisfied that the loans have been repaid. But I have been unable to conclude with any certainty, based on the information I have, that they were repaid, or that GPCL has otherwise acted inappropriately. I appreciate Mr M will be unhappy with my decision. However, he is not bound by it. If he does not wish to accept my decision, his legal rights remain intact.

my final decision

My decision is that I do not uphold this complaint.

Roslyn Rawson
ombudsman