complaint

Mr H complains that Provident Personal Credit Limited says he took out a loan for \pounds 900 when he only borrowed \pounds 600.

background

Mr H says he'd asked the PPC agent how much it would cost to have a £900 loan. He says the agent gave him the details, but he thought the term was too long. So, he decided to take a £600 loan for a shorter term instead. He says this is the amount written in his payment book. And he says the agent gave him £600 in cash.

Mr H also says it was only when a new agent started taking his payments that he noticed the wrong amount had been put into the computer.

So, Mr H says there's been an administrative error and it wouldn't be fair for him to be required to pay the amount of interest PPC's demanding.

PPC says it previously made a loan of £600 to Mr H in February 2016, which was paid up on 2 August 2016. It says the loan he's complained about was issued on 16 September 2016. It says the agreement for this loan shows the amount was £900. And it says the agreement also shows the term of the loan and the total amount payable.

PPC also says Mr H will have been given £900 in cash at the time of issue. It says it's reasonable to expect that if there was any dispute over the amount, he would've had the opportunity to raise the matter at the time. And it says it has no records showing Mr H contacted it about this matter prior to making his complaint around a year later.

Mr H complained to PPC about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr H's complaint shouldn't be upheld.

Mr H disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

my findings

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

I've decided not to uphold Mr H's complaint and I'll explain why.

I see the loan agreement Mr H signed states he was borrowing £900 for 110 weeks with a total amount payable of £1,980. But I see his payment book shows the amount of the loan as £600, although it also shows the total amount payable as £1,980.

I acknowledge Mr H says he decided to borrow £600, which he says was the amount he received in cash. And he says that's why his payment book shows the amount of the loan as £600. I also acknowledge his explanation as to why he didn't query the figures in his loan agreement at the time.

But I think it's significant that the loan agreement and the payment book both show the total amount payable as £1,980. And, taking everything into account, I don't have enough information to conclude it's most likely Mr H's loan amount was only £600 rather than £900. I think it's at least as likely that the figure of £600 written in his payment book was the result of an administrative error.

So, in these circumstances, I can't uphold Mr H's complaint.

my final decision

I don't uphold Mr H's complaint against Provident Personal Credit Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 June 2018.

Robert Collinson ombudsman