

## **complaint**

Mr B complains that Provident Personal Credit Limited has not accepted his cancellation of a fixed sum loan agreement.

## **background**

Mr B signed a fixed sum loan agreement with Provident Personal Credit in March 2013. He says that he cancelled the agreement within the cancellation period and did not receive any credit under it. He received a demand for payment so complained to Provident Personal Credit. He was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that there was no evidence that Mr B cancelled, or withdrew from, the loan agreement or that he did not receive the loan.

Mr B says he has never received any funds from Provident Personal Credit and he has provided a copy of a medical report.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr B signed a loan agreement with Provident Personal Credit at the end of March 2013. It has provided evidence to show that the loan was paid to him at the beginning of April 2013. Mr B says that he received no money from Provident Personal Credit and that he cancelled the agreement within the cancellation period. However, he has not produced any evidence to support what he says.

Provident Personal Credit has also provided a recording of a phone call from Mr B in April 2013 in which he says that he is struggling with his finances and having problems making the payment due to it. He says that he did not make that call.

Mr B has provided a copy of a medical report which explains his medical condition. However, I am not persuaded that there is any evidence to show that Provident Personal Credit knew, or ought to have known, of his medical condition when he signed the loan agreement.

I am not persuaded that there is enough evidence for me to be able to safely conclude that Mr B did not receive the loan or that he withdrew from the loan agreement within the withdrawal period. I therefore do not consider that it would be fair or reasonable for me to require Provident Personal Credit to close Mr B's account or to write-off the outstanding amount that he owes to it.

If Mr B is suffering financial difficulties, Provident Personal Credit must respond to those difficulties positively and sympathetically when recovering the amount owed to it.

## **my final decision**

For the reasons set out above, my decision is that I do not uphold Mr B's complaint.

Jarrold Hastings  
**ombudsman**