

The complaint

Mr U complains that Fluro Platform Limited are pursuing him for a loan that was taken out as part of a scam. Mr U wants Fluro to clear the loan, interest and charges.

What happened

In 2023 Mr U contacted a merchant on social media who said they could help him make money if he allowed them access to an online credit score account in his name. Mr U agreed and various loans were taken out in his name, paid into his account and then sent to the merchant by Mr U. After sending the loan funds to the merchant Mr U said he realised it was a scam.

Mr U made a complaint to Fluro and asked it to write off the loan. Fluro considered the complaint but said it wasn't willing to write off the loan. So, Mr U brought his complaint to this service.

Our investigator said that Mr U should be held liable for the principal amount of £10,000 but he didn't think Mr U had agreed to take out the loan so he shouldn't have to pay any interest or charges.

Mr U agreed but Fluro didn't. It said that from the evidence it had seen Mr U was likely aware of the loan when it was applied for and had given the scammers his login details for the credit score account so that the scammers could do so.

I considered the complaint and said that I wasn't minded to uphold it. I said that I was satisfied on balance that Mr U was aware that loans were being taken out in his name before the Fluro loan was applied for. So, I didn't think I could fairly ask Fluro to write off the loan. Mr U disagreed and wanted Fluro to write off the interest and charges.

What I've decided – and why

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

Having done so I'm not asking Fluro to do anything further, and I'll explain why.

I've read and considered the whole file. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

To decide this complaint, I need to consider whether Mr U willingly applied for this loan and its terms and conditions. And whether Fluro has treated him unfairly by holding him liable for the total amount.

I've considered Mr U's testimony about how the scam unfolded carefully. But having done so I don't think I can reasonably say to Fluro that he wasn't aware of the loan when it was applied for.

I'm persuaded that Mr U's actions here show that – on balance - he was more than likely aware of the loan. Mr U was told that his details for the credit score company were needed to assess how much funding the scammers could obtain for him and that he would be entitled to around £20,000 because of a loophole that an underwriter associated with the scammers could exploit. With Mr U being unable to reasonably explain to this service how he thought he would be entitled to such a sum without loans being involved.

I'm also not persuaded by Mr U's testimony to this service which appears to be inconsistent. Mr U has said to this service that he agreed to give access to his credit score account so that money could be applied for and that he didn't know that money would go into his account. But the messages he's provided with the scammers show that he was aware that the money would be paid into his account and the scammers were clear that he had to forward the money to them.

The scammers told Mr U that his credit score account was important to obtain the funds and asked him to stop logging in at the same time as this was stopping them from getting the money. I think a reasonable person who wasn't aware of what was happening would've considered this to be a red flag. I've also seen that throughout the conversations Mr U was worried about the consequences of his and the scammers actions throughout and it was only when he was asked to apply for a loan via his current account provider later in the scam, that he started to change his mind. At this point he said he was worried the companies the scammers had applied for the funds with would track him down and that his family would discover what was happening. This persuades me that he knew the Fluro loan – on balance – would likely be applied for in his name in the hope the scammers could get it written off without anyone noticing.

As a result of the above, I can't say Fluro has treated Mr U unfairly by asking him to repay the loan.

I know this will not be the outcome Mr U was hoping for and he will be disappointed with the decision I've reached. I understand this has been a very difficult experience for him. But this final decision ends what our service can do for him.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 28 March 2024.

Mark Dobson
Ombudsman