

complaint

Ms E complains that Provident Personal Credit Limited is asking her to repay a loan that was taken out fraudulently in her name by one of its agents.

background

A loan was taken out in Ms E's name in July 2010. Repayments to the loan were £30 per week over 106 weeks and were made regularly until September 2011. Ms E says that she had no knowledge of the loan until she received an account statement, forwarded from her previous address, in August 2011. Ms E says that when she questioned her Provident agent – referred to here as Mrs F – about this, Mrs F admitted that she had taken out the loan in Ms E's name. Mrs F told Ms E that she would repay the loan, however repayments stopped and Provident holds Ms E liable for the outstanding balance of over £1,000.

I issued a provisional decision on this complaint in August 2013. In it, I explained why I considered Provident's investigation into Ms E's serious allegations against its agent to have been inadequate. I also noted that Ms E's claim is supported by a second Provident agent, as set out in that agent's formal statement to police; I see no reason for that agent to lie to the police. In the circumstances, I did not accept that Provident could be confident Ms E's claim was untrue and found that it was not fair for it to ask Ms E to repay the outstanding debt.

I invited the parties to comment on my findings, if they wished, before I issued my final decision. Both parties accepted my provisional decision and had nothing further to add.

my findings

Given both parties have accepted my provisional decision, I find no reason to depart from my provisional conclusions.

my final decision

My final decision is that I uphold this complaint and order Provident Personal Credit Limited to:

- cancel this agreement at no further cost to Ms E; and
- remove any adverse information it has registered about this agreement with any credit reference agencies.

Simon Begley
ombudsman