

### **complaint**

Mr F says that he is not liable for a loan taken out with Provident Personal Credit Limited. He says it was taken out fraudulently in his name by the collection agent, who is his ex-partner. Provident says it investigated the matter with its security department and is satisfied that the loan is Mr F's.

### **our initial conclusions**

Our adjudicator did not uphold this complaint. In summary, she says that the signature on the loan agreement appears consistent with those on Mr F's passport and our complaint form. She noted that other personal information matched with that in an agreement which Mr F had previously with Provident. And that payments were made on the agreement before Mr F ended his relationship with the agent. Mr F disagrees, he says that he will not be made to pay for something he did not take out, and that the payments to the loan were made after he split up with the agent.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr F and the business have provided.

I have looked at the signature on the disputed agreement and it appears to be similar to Mr F's signature as shown on our complaint form and his passport. They are not sufficiently different for me to conclude, on balance, that the signature on the disputed agreement is fraudulent. I also note that personal information on the agreement (such as Mr F's national insurance number) matches a previous (undisputed) agreement he had with Provident. I also note that (regardless of when this happened) some payments have been made on the disputed agreement. If it was taken out fraudulently I would not usually have expected to see this.

Mr F says that his ex-partner had access to his personal details – which I have noted. I can certainly understand why Mr F is frustrated about this matter. Unfortunately, the evidence available is not sufficiently persuasive to allow me to conclude, on balance, that the agreement was taken out fraudulently. I know this is not the outcome Mr F wanted, but my decision does not prevent him from pursuing this matter by alternative means, such as court, if he wishes to do so.

**My final decision is that I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I am required to ask Mr F either to accept or reject my decision before 23 September 2014.**

*Mark Lancod*

*ombudsman at the Financial Ombudsman Service*

(T14008525)

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

Where matters are in dispute or unclear I make my findings on the balance of probabilities – which is to say, what I consider most likely to be the case based on the evidence available and the wider surrounding circumstances.

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.