

## **complaint**

Mr T says he's the victim of identity theft. He complains that Provident Personal Credit Limited allowed a loan to be taken out in his name and that it's holding him liable for it.

## **background**

A loan with Provident was taken out in Mr T's name. Mr T says he's the victim of identity theft. He didn't take out the loan and hasn't got a bank account with the building society into which the money was paid. He's unhappy about the way he's been treated and that Provident is holding him liable for the debt. He has a letter from the building society saying he doesn't have a bank account with it and letters from other businesses confirming he's been the victim of an identity theft.

Provident says there's not enough evidence to confirm fraud. Mr T has a number of aliases on his credit file. The building society has confirmed the money was credited to an account in Mr T's name.

Our adjudicator recommended that this complaint should be upheld. She considered that:

- Provident has said that it carried out a thorough investigation and concluded there was insufficient evidence to confirm fraud. But it appears there's also insufficient evidence that Mr T took out the loan.
- A letter from the building society into which the money was paid says Mr T didn't have a current account with it. She's also contacted the building society and it confirmed it can't locate a current account with Mr T's provided details. It also says the details of the account the money was credited to appeared invalid.
- Mr T has provided letters from other businesses showing he's been the victim of identity theft.
- She isn't persuaded that Mr T did apply for the loan. So, Provident should stop chasing Mr T for the debt, remove any adverse information about the loan from his credit file and pay him £200 compensation for the distress and inconvenience caused.

Provident doesn't agree. In summary it says Mr T has two sets of personal details on his credit file. And the building society has confirmed the money was credited to a bank account for one of them. As money is immediately transferred to a bank account it would've expected Mr T to notice and report it as a fraudulent transaction. The building society has confirmed Mr T received the money and he's had the benefit of it. So, he should repay it. Provident has to be careful relying on letters from other companies before writing off loans. It doesn't know what their processes are.

Mr T says he's subsequently found out who carried out the fraud. It was a work colleague. He disputes the money was paid into an account of his.

## **my findings**

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

Some of the evidence in this case is incomplete, inconclusive or contradictory. So, I've made my decision based on what I think is most likely to have happened.

Provident paid money into a building society account. Our adjudicator contacted the building society again very recently. The building society has now confirmed this account was in a customer's name which is very similar to Mr T's. One difference is that a variation of Mr T's first name was used. And the society also says the account's verified signature is different to Mr T's signature on our complaint form and there are other undisclosed discrepancies. It isn't convinced Mr T is its account holder. So, it won't release any more information to us as it hasn't got the appropriate authorisation to do so.

In these circumstances, and on the available evidence, I don't think I can reasonably conclude on balance that Provident's money was paid into an account operated and controlled by Mr T. I also don't think Provident has shown on balance that Mr T has received the benefit of the money it paid into the building society account.

Overall, although I recognise Provident's frustration, I therefore don't see a compelling reason to change the proposed outcome in this case and I think the adjudicator's proposed resolution of it is fair and reasonable.

#### **my final decision**

For the reasons I've discussed above my decision is that I uphold this complaint and I require Provident Personal Credit Limited to stop pursuing Mr T for the debt, to remove any adverse information about the loan from his credit file and to pay him £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 21 September 2015.

Stephen Cooper  
**ombudsman**