

complaint

Mr O complains that he shouldn't have to be a guarantor on and liable for another person's Provident Personal Credit Limited loan as he didn't sign any agreement. He says that although he initially agreed to be a guarantor on the loan he changed his mind and he didn't sign or return the guarantor's agreement.

background

Provident said in its final response that its fraud team has investigated this case. Its decision is that Mr O remains as a guarantor. It's also said its confident Mr O hasn't been impersonated.

Our investigator felt this complaint shouldn't be upheld. She said there was a call when Mr O discussed becoming a guarantor on a loan. He said he'd no problem with being a guarantor. He was asked to fill in his information on line, agree to the terms and conditions and input an electronic signature. Provident has proof of this electronic agreement. This is a valid contract and we can't ask Provident to remove Mr O as a guarantor of this loan.

Mr O doesn't agree and has asked for an ombudsman review. He says he didn't receive nor sign the documents electronically or physically. He didn't fill in any information online or agree to the terms and conditions. The loan applicant must've done so after he told her that he was no longer interested in being a guarantor. Verbal agreement isn't legal when he didn't go further and sign the agreement. In this case his signature is forged.

Provident says Mr O provided his mobile number and email address at the application stage. It was the email address it used to sign the guarantor agreement. The mobile number is the only one it has for Mr O.

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 more likely to have happened than not.

I agree with the adjudicator's conclusions for the same reasons.

Mr O accepts he knew the person taking out the loan and that he agreed on the phone to be a guarantor. But he says he later changed his mind and didn't sign the agreement.

Provident says Mr O supplied his email and mobile number at the application stage and its fraud investigation shows he wasn't impersonated on the phone. It only used these contact details and sent the appropriate guarantor agreement to him. It's got an electronically signed version of it.

Mr O suggests his electronic signature was forged but there's no actual evidence of this.

Taking everything into account I don't think I can reasonably require Provident to remove Mr O as a guarantor on this loan or to stop pursuing him for what it says is owed under the guarantee as Mr O would like.

Overall, although I recognise Mr O's frustration and strength of feeling, I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 21 August 2017.

Stephen Cooper
ombudsman