

complaint

Mr F says that he is not liable for a loan with Provident Personal Credit Limited (trading as Provident Personal Credit), which he says was taken out fraudulently in his name. Provident investigated Mr F's complaint internally and concluded that he is not its customer and is not liable for the loan, but Mr F is still concerned that he has been the victim of fraud.

our initial conclusions

Our adjudicator did not uphold the complaint. In summary, he concluded that Provident investigated the situation in a reasonable timeframe and confirmed that the account was not Mr F's. He also concluded that aside from the initial letter, Mr F did not receive any more collections contact and that overall, Provident should not be required to take further action. Mr F did not accept the adjudicator's conclusions – in summary, he says that Provident has acted fraudulently.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr F and Provident have provided. 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. I accept that Provident sent Mr F a letter indicating that he had taken out a loan with it. However, from Provident's credible submissions and system notes I am satisfied that this letter was sent in error and that the account is not Mr F's. Also, I consider that Provident clearly and promptly communicated this to Mr F in its response to his complaint. It also apologised and confirmed that no information had been shared with credit reference agencies.

Mr F says that Provident has committed a fraudulent act – which I have noted. I acknowledge that receiving a letter relating to an unknown debt has caused him concern. But from the evidence available to me I am not sufficiently persuaded that a loan has been taken out in his name with Provident. Furthermore, although Mr F suggests this is not the first time he has been contacted about the account – it appears this was the first time he had complained to Provident about it. And I find its apology, reassurances, and confirmation that no information has been placed on his credit report to be a fair and reasonable response to his complaint. I am aware this is not the outcome Mr F was seeking, but this decision does not stop him from pursuing the matter by alternative means, should he wish to do so.

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

28 October 2014. *Mark Lancod*

ombudsman at the Financial Ombudsman Service

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

ombudsman notes

I am satisfied that Provident has adequately addressed Mr F's complaint. However, should he continue to receive contact in relation to the account (by Provident or its agents) he can potentially raise it as a further complaint with this service.

I understand that Mr F has indicated his overall concern at what he feels are fraudulent and illegal practices. To clarify, this service deals with informal civil dispute resolution rather than criminal enforcement – however, Mr F is free to pass on his concerns to the appropriate regulatory bodies if he wishes to do so.

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.