

## **complaint**

Mr J complains that loans were fraudulently taken out with Provident Personal Credit Limited in his name.

## **background**

Mr J disputes three loans taken out with Provident in 2007. He says that he was working away when the loans were signed for and that the signature on the loan agreements is not his. Mr J says that the loans were taken out fraudulently by his then partner and countersigned by the Provident agent. Mr J says that he became aware of the loans in 2009 and contacted a Provident branch and provided evidence that he was working away at the time. He says he was told that his name would be removed from the loans. However, five years later he was chased for the outstanding debt on these accounts.

The business says that the agent who countersigned the loan documents left the company in 2011. It said there were no other complaints raised regarding fraudulent issues against the agent. It says that Mr J's work time sheets did not provide sufficient evidence to show that he could not have signed the loan agreements. It said that its team had looked at Mr J's signature and while it accepted that Mr J's current signature was different, it found that his signature on the agreements was consistent with the signature on his driving licence. It also said that because the accounts had been in arrears for a long time, Mr J would have received notices and annual statements but he had not raised his concerns about the loans until 2014.

The adjudicator did not find that there was enough evidence to say that the disputed loans were taken out without Mr J's knowledge. He said that although Mr J was working away around the time the loans were taken out, his time sheets showed that he was not working when the loan agreements were signed. He also said that the signatures on the agreements were similar to Mr J's signature on his driving licence. The adjudicator said it was not disputed that Mr J had used Provident previously and that he couldn't rule out that he had taken out the disputed agreements.

Mr J accepted it was possible that he could have returned to sign the agreements but said this would not have made sense given the length of time it would take versus the benefit from the loans. He said he did not receive notices and statements about the loans and that his former partner would not have passed these on given he suspected her of the fraud. He also said that he thought his name had been removed from the loans in 2009.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr J has provided evidence that he was working away from home around the time that the disputed loans were taken out. The work records he has provided do not however show that he was working when the loan agreements were signed. So, while I understand Mr J's comments that it would make no sense for him to travel back such a long way to take out the loans, I cannot say that he had not travelled home for other reasons and while he was home signed the agreements. Because of this, I do not find that Mr J's work records provide sufficient evidence alone to conclude that the loans were not agreed to by him.

The loan agreements contain Mr J's name and address details which have not been disputed. However, Mr J has challenged the signature on the loan documents. Comments have been made about the difference between Mr J's current signature and the signature on the loan agreements. However the signature on the loan documents and that on Mr J's driving licence are similar. I am not a handwriting expert and I understand the option of Mr J getting a hand writing expert has been discussed. However, as signatures can change over time and there are similarities between the signatures, I cannot safely say from this that Mr J did not sign the loan agreements.

I understand that Mr J has said that the fraud was carried out by his then partner and the Provident agent. As the agent left Provident in 2011, the only information I have is that there were no other complaints of this nature against her when she left. Mr J has used Provident previously and I cannot say that he did not also use it for these loans.

I understand Mr J has reported the fraud and that no further action has been taken. I can understand how upsetting this process has been but based on the evidence I have I cannot, on balance, conclude that Mr J did not agree to the loans.

#### **my final decision**

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 J to accept or reject my decision before 5 June 2015.

Jane Archer  
**ombudsman**