

complaint

Mr L complains about a loan with Provident Personal Credit Limited that he is being asked to repay. He says he does not recall taking out the loan and he has not been provided with a signed copy of his loan agreement.

background

The adjudicator did not recommend the complaint be upheld. Having looked at the evidence presented from both parties he did not think it was unreasonable for Provident to hold Mr L liable for the loan.

Mr L did not accept the adjudicator's findings and said he is willing to go to court if necessary about this. Mr L asked for the complaint to be reviewed and it has now been passed to me for consideration.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have not upheld this complaint.

I accept that Provident has not been able to provide a copy of a signed credit agreement for the disputed loan. However, the absence of a signed credit agreement is not, in isolation, sufficient to demonstrate Mr L did not actually take out this loan.

Provident has provided a copy of an application form that includes a number of personal details for Mr L. The signature on the form matches the signature on previous loan agreements with Provident. It also matches the signature on our complaint form – which Mr L signed.

The disputed loan was taken out in 2010 and a number of repayments have already been made to the loan. When Mr L initially raised this dispute with Provident the discussions only appear to focus on the availability of a signed credit agreement, and other application papers, that Mr L says he has been asked to obtain. During telephone discussions with Provident Mr L accepts he took out the loan and also agrees to make a further payment to the account.

Having considered all of the information that has been presented in this complaint I am not persuaded that there is sufficient information to demonstrate Mr L did not take out the loan. I therefore do not think it is unreasonable for Provident to ask Mr L to continue making repayments to the loan. The original papers appear to have been signed by Mr L and I think it is unlikely he would have made payments to a loan, for such a period, if he didn't take out the loan. I also think that he would have said during the telephone conversations that he didn't actually take out the loans, rather than simply looking for the application papers and signed credit agreement.

I have noted that Mr L says he does not recall taking out the loan, his circumstances at the time meant he didn't need the loan and he made repayments while stressed. These do not however persuade me that he did not take out the loan and it appears that the absence of the signed credit agreement is what is essentially driving this complaint.

Mr L may consider that this loan will be unenforceable but it is not my role to decide whether the loan is enforceable. This will be for a court to decide, assuming Provident tries to take action through the courts. If Provident does take action through the courts Mr L will be able to present any arguments about the enforceability of the loan at that time.

my final decision

My final decision is that I do not uphold this complaint and I make no instruction or award against Provident.

Mark Hollands
ombudsman