

complaint

Mr B complains that Provident Personal Credit Limited has recorded information on his credit file about loans he did not take out.

background

Mr B has complained that there are eleven entries on his credit file relating to loans with Provident that he did not agree to. Eight of the loans are recorded as having been settled. The remaining three are outstanding and have been assigned to another party.

This investigation relates to the eight settled loans recorded by Provident on Mr B's credit file. The three loans that have been assigned to another party are being dealt with separately.

Mr B says that he moved out of the property the loans are recorded at in April 2011. He has provided evidence to support this. He says he did not take out the loans.

Provident says it asked Mr B to provide it with information showing his date of birth and national insurance number but that this was not provided. It also says that it suggested Mr B raised his concerns with the police but that it had not heard anything in this regard. It says based on the information it had it did not believe it had recorded anything incorrectly on Mr B's credit file.

The adjudicator said this service does not have the power to say whether a debt is enforceable and only a court can rule this and that we could only say if the loans were reported correctly to the credit reference agencies. He said that there were discrepancies with the loans in terms of the signatures but that we are not handwriting experts. He also noted that the majority of the loans were recorded to Mr B's previous address.

The adjudicator said that based on the information it was difficult to say whether or not Mr B took out the loans and whether Provident should have recorded the information on his credit file.

Mr B said that part of his complaint related to the lack of personal data Provident had prior to issuing the loans. He also said that he had asked for evidence of the bank account the loans were paid into as he could then show that this was not his.

The adjudicator said that the loans were paid in cash and so bank account details were not available.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconsistent or contradictory, I have made my decision based on the balance of probabilities - that is what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

In this case there is limited information available. A number of years have passed since the disputed loans were taken out and Provident has confirmed that the agent dealing with the loans has left the business. Provident has said that the loans were paid in cash and so I cannot confirm bank account details for the loan proceeds. Likewise there is limited personal

data available from the application process. Therefore I have to decide based on the information I have whether the information recorded on Mr B's credit file has been recorded correctly.

Mr B says that the loans recorded on his credit file were not taken out by him and are registered to an address that he left in April 2011. I can see that the electoral roll information on his credit file states he left the address in October 2011 and records him at this new address from April 2013. However Mr B has also provided other evidence showing he moved to a new address in April 2011.

I realise that electoral roll information is not always updated immediately and on balance I accept that Mr B moved in April 2011.

Although I accept that Mr B moved from the address in April 2011, this does not necessarily mean that he did not take out the loans after that date. However I do note that with Provident loans collections generally happen at the property and I have no information to suggest that an alternative place for collections was arranged.

Provident has provided information showing that Mr B had taken out loans prior to those recorded on his credit file while he was at the address it had on record. The nature of Provident loans is that they are collected by an agent that will get to know the customer over time and that the collections take place at the property. I note that the agent who set up the disputed loans with Mr B was also involved in earlier loans to him.

I can also see that one of the loans on Mr B's credit file was taken out in September 2010 and is recorded as settled in September 2011. This loan was therefore taken out while Mr B was at the address and settled after he had left.

While I accept that other loans recorded on Mr B's credit file were taken out after he had left the address, I also note that his new address was relatively close to his previous address. Payment continued on these loans as they are recorded as settled and the same agent was involved.

The agent has left Provident but given the number of loans she arranged for Mr B and the collections she has recorded, I find it more likely than not that she would recognise Mr B and would have raised concerns if someone was taking out loans in his name.

The loans have been settled which is unusual for loans that have been taken out without authority. This means that there is not an issue regarding repayment or the enforceability of the debt. However the loans are recorded on Mr B's credit file.

Mr B has raised concerns about the signatures on the loans. As the adjudicator mentioned we are not handwriting experts and while I can see these vary, there are also similarities between some agreements and the signature Mr B provided on his passport.

Provident has provided information from its arrears system showing that it had contacted Mr B about payment in 2014. At this time Mr B the notes say he could not pay. The system also shows contact about the arrears with a family member of Mr B's. While the loans in this case were settled prior to this date and so these conversations were about other loans, I would have thought Mr B might have raised his concerns about loans being taken out in his name at that time.

Even if he was not aware of this at the time, I note that Provident suggested Mr B raise this issue with the police but did not hear back from him in this regard. If Mr B was concerned that someone had taken out multiple loans in his name without his authority I find it reasonable that he would have pursued this.

While I accept that there is conflicting information in this case. I find on balance, based on the information provided, there is not enough evidence to say that the information has been wrongly recorded on Mr B's credit file.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 August 2016.

Jane Archer
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