

## **complaint**

Mr P has complained about a number of loans with Provident Personal Credit Limited. In particular, he says they weren't all taken out by him. Also, he thinks the lending was irresponsible, and the loans unaffordable.

## **background**

Mr P was contacted by a third party about an outstanding loan with Provident. But he explained it wasn't, and/or other loans weren't, taken out by him. He's also said he feels loans with Provident were given irresponsibly, and that they were unaffordable. The loans in question are as follows:

- 16 November 2009, £300
- 19 February 2010, £200
- 7 May 2010, £100
- 22 July 2010, £400

Our investigator looked into what had happened. In summary, he thought Mr P had had the benefit of the funds for each of the loans. And he didn't think there was enough to show the lending had been irresponsible.

As Mr P disagreed, his complaint's been passed to me for my final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I agree with our investigator. I'll explain why.

When Mr P first raised his concerns with Provident, its internal notes say he explained he didn't sign any of the loan agreements, and no details were taken to assess affordability. But he did collect the funds for the first loan from a family address, and made the repayments until he moved. But at that point he stopped, because he thought there was something wrong with the amount owing, and because he's explained he didn't sign the agreements.

Later on, the notes show that Mr P explained to Provident that he couldn't remember which agreements he'd signed, but it was either one or two. Then other notes say he'd signed three agreements, but had the funds for four loans.

I've looked at whether I think Mr P took out the loans. I'm not a handwriting expert, so can't be sure which of the signatures are definitely Mr P's. But I think the signatures on the last three agreements are a close match. The first less so. But as he received the money, and made repayments, I'm satisfied he wanted the loans. So I don't think it was unfair for him to be asked to repay them because of this.

Mr P has also said he didn't live at the addresses listed when he took out some of the loans. And on occasion, the postcode wasn't right. He feels this shows something untoward was going on with Provident's agent(s). I've looked at the credit file, and from what I can see, the addresses look to be where Mr P was living, and Mr P has also told Provident collections were taken at the address he was living at. So overall, I don't think there was anything untoward about the addresses. Further, I think Mr P received the funds, so I don't think it

unfair he be asked to repay the loans, regardless of any possible address issues, or typographical errors with the postcode.

I've also considered whether I think Provident carried out proportionate affordability checks. Given the time that's passed, it's not entirely clear what happened. So I've relied on the evidence I have. Provident says it would've asked about income and expenditure, and carried out credit searches. I've also thought about the wider circumstances. Provident has explained that 45 repayments were made on time. It wasn't until two months after the fourth loan that any were missed. I know Mr P is worried about why he was given the fourth loan. But it looks as if it consolidated earlier borrowing, and made the weekly repayments lower. So I don't think this is concerning. On the information I have, I don't think Provident lent irresponsibly.

### **my final decision**

For the reasons given above, it's my final decision not to uphold this complaint. I make no award against Provident Personal Credit Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 January 2018.

Elspeth Wood  
**ombudsman**