

complaint

Ms P complains that Morses Club Plc (“Morses Club”) are holding her responsible for three doorstep loans which she says she didn’t enter into.

background

Ms P disputes having entered into three loans agreement between 2012 and 2013. She claims not to have obtained any new borrowing since moving from London to Wales in 2012.

On 15 September 2020 I issued my provisional decision on this complaint.

In summary, I said:

- The address on each disputed agreement was Ms P’s correct and current address;
- The signature on each agreement appeared similar to a recent genuine example of Ms P’s signature;
- Morses Club’s records indicate they were in contact with Ms P on a significant number of occasions, over a period of many months, about the debts and notes indicate she may have been aware of specific loans and balances;
- The fact Ms P didn’t report the loans for almost six years and continued to intermittently make payments during this time didn’t suggest the loans were fraudulent;
- The significant delay also explains why some information is no longer available;
- Inconsistencies in the information provided by Morses Club appear to be as a result of administrative errors;
- Ms P had, at times, seemed uncertain about which loans she was disputing; *and*
- There’s no plausible explanation of how someone would have been able to take out the loans without Ms P’s consent or knowledge

I invited both sides to respond with any further information.

Morses Club told us they agreed with my provisional decision and didn’t have anything further to add.

Ms P said she didn’t agree and continued to dispute having entered into the loan agreements.

In response, she said:

- An expert had found the signatures on the disputed agreements to be dissimilar to her own;
- She’d never taken out a loan with Morses Club, only the lender which had been acquired by them;
- Morses Club couldn’t tell her who visited her property and signed the paperwork;
- She’d been told by two different members of staff that she’d never had a loan from Morses Club; *and*
- Morses Club agents would not visit on a Saturday, when one of the loan agreements was signed.

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've reached the same finding as my provisional decision. I'll explain why below.

Ms P says an expert has found the signatures on the disputed loan agreements to be dissimilar to her own. Ms P hasn't presented any evidence of this claim. Even if true, I can't rule out her signature having changed over time, nor the strength of the other evidence indicating she entered the agreements.

The disputed agreements appear to be signed by a named representative of Morses Club and, more likely than not, the agent that visited Ms P. And, all three agreements were signed on a Friday, rather than a Saturday.

Given the passage of time, I wouldn't expect Morses Club to be able to provide any more information about the loans than they have done. The evidence that has been provided satisfies me that Morses Club haven't made a mistake in pursuing Ms P for the loans.

It's possible there is some confusion on Ms P's part given the fact Morses Club acquired the right to collect the loans having bought up a previous loan provider which operated under a different name. Whether that is the case or not, I remain satisfied Morses Club has acted fairly and reasonably in pursuing the debt with Ms P.

As already stated in my provisional decision, I'd expect Morses Club to treat Ms P fairly in relation to the repayment of the two outstanding loans and ensure that any payment plan is affordable.

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 Ms P to accept or reject my decision before 1 November 2020.

Ben Murray
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