

complaint

Mrs N complains that an agent of Provident Personal Credit Limited arranged fraudulent loans in her name which she is being asked to repay.

background

Mrs N had previously entered into home credit agreements with Provident Personal Credit. Separate concerns had been raised about one of its agents who had also visited Mrs N at home. Mrs N gave a witness statement in June 2012 and said that one of her loans for £900 arranged by this agent did not benefit her. The agent had said that she would take the funds and arrange to make the repayments on her behalf. It appears that this agent was then subject to court proceedings for fraud. The loan of £900 was cancelled by Provident Personal Credit. Later in 2012 it clarified the payments Mrs N was making on her two other outstanding agreements. In 2013 Mrs N said that she did not recognise one of these loans of £1,300 arranged by the same agent and has said to this service that she disputes any benefit from other agreements for £400 and £240.64.

The adjudicator did not recommend that the complaint should be upheld. She reviewed the original witness statement provided to Provident Personal Credit and which seemed to have been used in court proceedings. This had been signed by Mrs N and said that she had the benefit of the agreements for £1,300 and £400. Mrs N had later complained that the repayments shown on a statement did not reflect what she was paying. But, Provident Personal Credit had told her that these only related to one of these loans and that her payments covered both. She noted that Mrs N had said that she could not have afforded a loan of £1,300. But, Mrs N had previously drawn loans of similar amounts and had repaid them without incident. Part of the loan for £1,300 was used to repay a previous loan and Provident Personal Credit said that Mrs N would have received just over £600 net. The adjudicator recommended that Mrs N report any concerns, including about the witness statement to the police

Mrs N did not agree and said, in summary, that the agent had taken the money and the criminal case was serious enough to progress to Crown Court. She says that by innuendo the adjudicator has accused her of lying which she says she has not. She provided evidence of her weekly pension and says that she was in hospital in March and April 2012 and is not happy at the intrusion into her personal details.

my findings

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

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Mrs N has not made specific comments to this service about the original witness statement that she signed. She has now given evidence about the other loans that contradict this. The original statement was taken at the time Provident Personal Credit was investigating the actions of the agent. A letter from the local court witness care team says that Mrs N was not to be required as a witness in the case against the agent. But, had she been called I

consider it likely she would have been asked to verify the witness statement she had already given.

I can see why Mrs N is now angry and frustrated about all her dealings with the agent. I need to decide the most likely version of what happened on the evidence in front of me. As the original statement was taken close to the time of the fraud by the agent and was to be used in court proceedings, I consider this to be the most reliable version of events. I see no reason why Mrs N would not have mentioned any issues with any other loan agreements including those that were shown to her at the time. I consider that my finding is consistent with the wider circumstances. When Mrs N later raised a question about her payments in 2012 she did not then dispute the validity of the other loans. I also note that a significant part of the loan of £1,300 was used to refinance an existing loan. Mrs N does not dispute signing the form for this and I can see that her weekly income is quoted as £400 and in excess of the evidence of her income she has now provided to this service.

I know Mrs N will be very disappointed by what I have said. If she does not accept my decision, then subject to any time limits the courts might impose, her right to pursue this matter in court has not been prejudiced by our consideration of this complaint.

my final decision

In light of the above my decision is that I do not uphold this complaint.

Michael Crewe
ombudsman