

The complaint

Mrs M complains that Tesco Personal Finance Limited ("Tesco Personal Finance") is holding her liable for the debt on a loan taken out in her name as a result of fraud.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, in July 2023 a loan was taken out with Tesco Personal Finance in Mrs M's name for £10,000. Mrs M subsequently got in touch with Tesco Personal Finance to let it know the loan had been taken out as a result of fraud and that she'd lost the funds to a scam. Tesco Personal Finance investigated things and ultimately couldn't reach agreement with Mrs M about how to resolve things, so Mrs M referred her complaint about Tesco Personal Finance to us. As an Investigator here couldn't resolve the matter informally, the case has been passed to me for a decision.

What I've decided – and why

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 decided to not uphold Mrs M's complaint for materially the same reasons as our Investigator.

The material question is: did Mrs M enter into this loan agreement, or was it done without her knowledge and/or consent as she alleges?

Having considered this carefully, I think it's most likely the loan was taken out in Mrs M's name with her knowledge and consent, and she therefore did enter into the loan agreement.

I take on board that Mrs M has said she told the fraudsters that she didn't want to take out a loan but that she was threatened and she therefore provided them with the information they needed in order to apply for the loan. But it seems to me that Mrs M would have known about this loan, including when it landed in her bank account and she paid it away. I'm concurrently issuing decisions on Mrs M's linked but separate complaints about another lender and her bank from which payments were made, and from all the information I've seen it's implausible that Mrs M wouldn't have known about these loan funds and where they were from. I'm sorry as it appears Mrs M was tricked and pressured, and but for this she probably wouldn't have taken out the loan and lost this money. But whilst Mrs M, in these circumstances, has my sympathy, this doesn't mean that there wasn't a legal agreement between Tesco Personal Finance and Mrs M for the loan. And here Tesco Personal Finance acted only as a lender, lending the money to Mrs M in good faith. I haven't seen anything that persuades me that Tesco Personal Finance ought to have been aware at the time that there was anything untoward about the loan application or that Mrs M was being pressured. So I can't say it's Tesco Personal Finance's fault that Mrs M unfortunately lost this money to fraudsters.

I've considered everything, but despite my natural sympathy with Mrs M's plight, in the circumstances of this case I don't think it would be fair for me to tell Tesco Personal Finance that it can't pursue Mrs M for repayment of the loan. Although, naturally, I'd expect Tesco Personal Finance to agree to a reasonable repayment plan with Mrs M and to be sympathetic to any financial constraints that exist or that may materialise.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 15 April 2025.

Neil Bridge
Ombudsman