

The complaint

Miss Y complains that Link Financial Outsourcing Limited trading as Honours Student Loans (HSL) have provided her with credit agreements for her student loans that contain forged signatures.

What happened

I set out the background to this complaint and my initial findings in my provisional decision dated 22 December 2025 (below):

Miss Y had three student loans taken out in the 1990s. The loans were provided by the government and were set up and managed by a business I'll refer to as S. The loans were sold as part of a government debt sale in 1999 and continued to be managed by S. HSL took over the management of the loans in 2004.

When the loans became due for payment, Miss Y asked HSL for copies of the credit agreements. HSL didn't hold these on file and so contacted S to provide the copies. S sent through copies of the credit agreements to HSL who in turn forwarded them to Miss Y. These were provided to Miss Y in 2025.

Miss Y's complaint is that the signature that is on those credit agreements was not her signature at the time she took the loans. She says she changed her name after taking the loans and her signature too. The credit agreements contain her current signature that she uses since her name change, she maintains she couldn't have signed using it at the time the credit was taken out as she didn't know it would become her signature. She has said she believes this could have been done to cover up a change in the terms and conditions, or because there was never a signed agreement for the loans.

HSL have argued that Miss Y has brought her complaint to our service out of time and so don't agree that we should consider it.

Our investigator said Miss Y had brought her complaint too late, in summary they said:

The rules that govern our service say unless the business consents, or there are exceptional reasons to explain the delay, we can't consider a complaint if it's been brought more than:

- six years from the date of the event complained of, or if later,*
- three years from the date when the consumer knew, or ought reasonably to have known, they had cause to complain.*

The event happened more than six years ago as the agreements were taken out and signed in the 1990s. Miss Y would have been provided with copies of them then and so the three- year clock would have started ticking when she was provided with

copies of the agreements at the time.

Miss Y disagreed as she said she had only become aware of the signature issue in 2025 when she had asked for copies of the agreements.

The matter has now been passed to me to decide.

What I've provisionally 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.

My understanding of Miss Y's complaint is that she is saying the alleged forgery of the signatures took place more recently – when she asked for the copies of the agreements. And it was this that prompted the alleged doctoring of the documents as the original signed documents weren't available.

This means then the event date is when the documents were provided to Miss Y – which was in 2025. Meaning she brought her complaint within six years of the event taking place. Because of this I'm satisfied Miss Y has brought her complaint in time.

However, Miss Y's complaint is about the signatures on her agreement being forged to cover something up. HSL didn't hold these documents and have provided evidence to show S provided the copies to them in the format that Miss Y received them. So, if the documents have been doctored, altered or forged in some way this would be the responsibility of S, not HSL. This means I couldn't fairly say HSL has done anything wrong here, and so I won't be asking them to do anything differently.

Miss Y is entitled to make a complaint about S if she chooses, but as they aren't regulated by the Financial Conduct Authority, this isn't something our service could help with.

My provisional decision

For the reasons set out above my provisional decision is that I do not uphold this complaint.

I invited both parties to respond to my provisional findings with any comments they had.

HSL didn't respond.

Miss Y responded, disagreeing, I've summarised the three main points she raised below:

- if HSL had carried out the deferments on the loans they would have been written off by now
- the loans never became due for payment
- HSL shouldn't be pursuing her for payment based on financial agreements they know to be fraudulent

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.

I've carefully considered all of the information and comments Miss Y made in her responses and having done so I have to tell her, they haven't persuaded me to depart from my provisional findings, that HSL haven't done anything wrong, I'll explain.

Miss Y made a separate complaint to HSL and our service about the deferment of the loans. Unfortunately, she didn't bring that complaint to us in time and so it wasn't within our jurisdiction to comment on the merits of it. As such I can't include anything about the deferment as part of this complaint other than to say it didn't happen.

Although Miss Y doesn't believe the loans became payable, this isn't the case, they became due for payments when the deferments didn't go through.

I accept that Miss Y believes the credit agreements to be fraudulent. I have seen no evidence to support this allegation, but even if that does turn out to be the case I haven't seen anything that would suggest HSL knew this. And as I explained in my provisional findings, the validity of the signature contained in the agreements is something Miss Y would need to take up with S directly as HSL aren't responsible for the content of the agreements, all they did was pass them on to Miss Y.

Bringing all of this together, I am still of the opinion that HSL haven't done anything here and so I won't be asking them to do anything differently to put things right for Miss Y.

I realise that Miss Y will be disappointed by this outcome, but my decision ends what we – in trying to resolve her complaint with HSL – can do for her.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Y to accept or reject my decision before 18 February 2026.

Amber Mortimer
Ombudsman