

The complaint

Mr J has complained Tesco Mobile Limited is asking him to pay a debt for a mobile phone contract which he never took out.

What happened

In 2021 Mr J noticed defaults on his credit record from Tesco Mobile. He complained to them as he'd never taken out mobile phone credit agreements with them. Tesco believed as the address they'd got on their record matched Mr J's in 2017 and that there was a familial match with a name used on an email, they could continue to hold him liable for the debt.

Unhappy, Mr J brought his complaint to the ombudsman service.

Our investigator reviewed the evidence both Tesco and Mr J presented. She felt this overall showed Mr J hadn't taken out the original credit agreement (or the subsequent agreement following a mobile phone upgrade). She asked Tesco to stop pursuing Mr J for the debt and amend his credit record accordingly.

Tesco didn't agree with this outcome. Our investigator shared a copy of Mr J's credit record and confirmation from a third-party credit provider that Mr J had been a victim of ID fraud.

No further answer was received from Tesco. Mr J's complaint has been referred to an ombudsman.

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 reached the same conclusion as our investigator. I'll explain why.

It's worth stating upfront that our investigator wrote a detailed review of the issues involved and the evidence we'd considered in her view sent on 19 July 2022. I don't think there's any need to go through all the issues again.

I believe the following evidence is key:

- Tesco had said payments were made towards the two credit agreements but have been unable to confirm any details which enable us to identify the accounts making any payments or that these are linked to Mr J in any way.
- Mr J's credit record for this full period (2017 onwards) shows he was registered to vote at the address Tesco holds for the mobile phone agreements. He's told us he was mostly away at university during that time but that was his parents' address.
- Emails for both credit agreements when taking them out don't match the one Mr J uses.

- Bank statements from both bank accounts Mr J held covering the full period (2017 onwards) show no payments being made to Tesco Mobile despite Tesco telling us accounts linked to Mr J were making payments.
- Tesco holds no information confirming where the mobile phones were delivered in 2017 and 2019. They've said it must have been to the address registered to Mr J at the time along with initial letters confirming a credit agreement was in force. However there is nothing to confirm this.
- Mr J has been able to show other credit was taken out in his name and a third-party provider has confirmed this wasn't him.

I accept that there are some inconsistencies here – particularly the name used for the email linked to the mobile agreement does match one within Mr J's family. However I've seen no evidence which shows Mr J applied for these mobile agreements or allowed someone else to use them.

Putting things right

As I've decided Mr J didn't take out the credit agreements for mobile devices in dispute, Tesco will need to put things right.

They will need to stop holding Mr J liable for this debt and remove any data related to the two agreements from Mr J's credit record.

My final decision

For the reasons I've given, my final decision is to instruct Tesco Mobile Limited to:

- Write off any outstanding debt related to those two mobile phone credit agreements in Mr J's name;
- Stop pursuing Mr J for any debt; and
- Remove all data related to those agreements – including the negative data – from Mr J's credit record.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 30 November 2022.

Sandra Quinn
Ombudsman