

## **The complaint**

Miss B has complained Retail Money Market Ltd, trading as RateSetter, won't remove a credit agreement from her record as she didn't take this out.

## **What happened**

A loan with RateSetter was taken out in Miss B's name in June 2019. After Miss B split up from her ex-partner, she reviewed her finances and realised he'd taken out agreements in her name. She asked RateSetter to remove this credit agreement, which she didn't believe she'd taken out, from her credit record.

RateSetter refused to do this as they believed they had no evidence to indicate this wasn't taken out by anyone but Miss B.

Miss B brought her complaint to the ombudsman service. She also provided evidence that she'd been in an abusive relationship with her ex-partner.

Our investigator didn't believe RateSetter could have known that Miss B hadn't made the application for credit herself. He wasn't going to ask RateSetter to amend Miss B's credit record.

Miss B disagreed with this outcome and has asked an ombudsman to consider her complaint.

I completed a provisional decision on 6 October 2023. I believed the evidence indicated Miss B was unlikely to have taken out this agreement and asked RateSetter to remove the agreement from her record.

Miss B accepted this outcome. No response was received from RateSetter.

I now have all I need to complete my final 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 reached the same outcome as I did in my provisional decision.. What follows explains my thinking.

The first thing to confirm is that there's no dispute Miss B has been subject to an abusive relationship. I'm sure that took many forms and see no reason to doubt her testimony this included her partner at the time monitoring and using her phone and email, using her account as well as making applications in her name.

I would like to confirm to RateSetter that I have seen evidence to confirm this. I don't feel the need to share this to maintain some level of privacy for Miss B.

I can see the credit agreement was taken out in June 2019. The application details all show those belonging to Miss B. However based on what I've confirmed above, and the email Miss B sent to RateSetter at the time querying what this agreement was, I'm satisfied this demonstrates Miss B didn't take out this credit agreement herself.

I'm aware from RateSetter's records that payments were made in full on this loan and no monies are outstanding. I did ask for copies of statements from Miss B to confirm these payments were made from her account, but I've not received these.

The main thing, here is that the evidence indicates that this account was opened without Miss B's consent. There is evidence of other activity taking place in Miss B's name without her consent too.

Taking all the evidence into account, I think it's most likely Miss B didn't take out the original credit agreement.

### **Putting things right**

As I believe Miss B didn't take out the credit agreement with RateSetter, they will need to remove this agreement from her name and from her credit record.

I would mention to Miss B that the removal of a fully paid-up credit agreement will not have any real impact on her credit score. However I can completely understand her wanting to try to move on with her life and rid herself of her previous association with her ex-partner.

### **My final decision**

For the reasons given, my final decision is to instruct Retail Money Market Limited, trading as RateSetter to:

- Remove Miss B's name from the disputed credit agreement; and
- Remove any record of this agreement from her credit record.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 20 November 2023.

Sandra Quinn  
**Ombudsman**