

The complaint

Mr H has complained J D Williams & Company Limited allowed two fraudulent accounts to be opened in his name and is now expecting him to pay the debts related to those accounts.

What happened

In 2023 Mr H started to receive text messages from J D Williams about debts for items he'd supposedly ordered. He disputed these and told J D Williams he'd never opened the two accounts in dispute.

They believed their evidence showed Mr H had opened these accounts and ordered items which had been delivered to his home.

Mr H brought his complaint to the ombudsman service. He was concerned that J D Williams was still sending him regular demands and the debt was building.

Our investigator reviewed the evidence. She was able to provide three photographs of items being delivered to Mr H's home address. She believed that evidence was convincing along with the evidence of the account applications which showed these were registered with Mr H's name, address and date of birth. In one case, the email address and telephone number used in Mr H's complaint to our service was also used to open one of the accounts. She confirmed she wasn't going to ask J D Williams to do anything further but noted they'd waived interest charges of just under £55.

Mr H didn't agree this evidence was relevant and continued to dispute his liability. His 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 outcome as our investigator. I'll explain why.

There are a few different threads to this complaint. I will cover them all but will abbreviate these as I believe appropriate. I can see our investigator completed a detailed view dated 9 December and then a further email explaining the photographic evidence to Mr H. I have taken these into account as I know Mr H received these and has provided his comments.

Firstly I've reviewed the two account applications made in Mr H's name that he disputes. It's worth mentioning that Mr H holds at least one other account with J D Williams and its different brands.

One of these disputed applications used Mr H's email and phone details matching those he used in his complaint to us. This would be unusual if a third-party fraudster had got hold of Mr H's details and was using those to make applications and buy goods. And it's also the case that all three items – which were delivered under the two disputed accounts – were sent to Mr H's home address, which would also be unusual.

I can't see any reason why J D Williams would have questioned these accounts – particularly as the first disputed account was opened back in January 2023 although no order was placed until many months later. These would not be the obvious actions of a fraudster.

I've also reviewed the photographic evidence – and data from the delivery companies – supplied by J D Williams. I appreciate Mr H disputes what we've shared with him, partly as J D Williams provided him with evidence firstly which didn't relate to the disputed deliveries.

The three items – the detail of which I'm omitting but was covered by our investigator in full – were all delivered to the same address in July 2023. Mr H accepts that some photographs show his home address but disputes others. He also disputes the digital signatures provided once delivery had been made.

However I note three different delivery companies were used. I find the idea that all three separate items were delivered to other locations or to individuals who weren't resident at Mr H's home address on different dates as far-fetched and unlikely to be coincidental. Particularly as the data shows all three items were delivered at different times: first thing in the morning, Saturday lunchtime, and early evening. I'd expect all notifications of upcoming deliveries to be notified by text. This would therefore be to Mr H's phone as this was the number registered to these disputed accounts.

Overall taking all the evidence into account, I'm satisfied the three items were delivered (and accepted) to Mr H's home address.

I see Mr H is annoyed at the impact these debts have had on his credit record, but I don't think J D Williams is doing anything incorrect in asking him to repay the disputed accounts for items I believe were delivered to his home.

I note J D Williams has removed some interest due on the accounts which I think is fair. I wouldn't ask them to remove any further interest as I don't believe they've done anything wrong.

Mr H has also given us information about being subject to credit card fraud. I don't dispute this, but I don't believe this could relate to the disputed accounts set up in Mr H's name. The first account was set up in January 2023, as I confirmed above, which pre-dates any subsequent credit card fraud.

I appreciate the strength of Mr H's feelings about his complaint but I won't be upholding it.

My final decision

For the reasons given, my final decision is not to uphold Mr H 's complaint against J D Williams & Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 April 2024.

Sandra Quinn
Ombudsman