

The complaint

Mr C has complained NewDay Ltd are holding him liable for the debt on a credit card account which he didn't open.

What happened

A credit card account was opened with AO in Mr C's name in May 2023. This is operated by NewDay.

Within the first few days of the account being open, various goods were ordered and sent to Mr C's home address. He returned these. Various digital games were also purchased using the credit card. The authorisation codes for these games were all sent to Mr C's email address.

Mr C complained to NewDay and told them he'd not opened this account but they felt the evidence showed he had. Mr C brought his complaint to the ombudsman service.

Our investigator felt the evidence indicated Mr C had opened this account and received the digital goods. He wasn't going to ask NewDay to do anything further.

Mr C disagreed with this outcome and has asked an ombudsman to consider his complaint.

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.

The account was opened in Mr C's name using his physical address. The email address used matches the email address Mr C has used in bringing his complaint to us.

The account details held by NewDay show his date of birth and telephone number differ from his actual date of birth and telephone number by one digit each. I believe this suggests that whoever opened the account knew Mr C well enough to be able to make such small adjustments and was deliberately trying to show this wasn't Mr C.

I have to wonder why a third party would open an account in Mr C's name with his email address, get all the details about that account sent to Mr C's own email address, as well as activation codes for digital games purchased. Physical items that were purchased were delivered to Mr C's home address. There would be no advantage gained by an unknown third party.

My conclusion is that this account was opened by Mr C. Mr C hasn't suggested this was done by someone he lives with or who has access to his email, but that would be the only alternative conclusion.

In the absence of evidence to the contrary, I have to conclude that Mr C most likely opened

this account. I appreciate that NewDay is requiring him to repay a considerable amount of money but I won't be asking them to do anything further.

My final decision

For the reasons given, my final decision is not to uphold Mr C's complaint against NewDay Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 March 2024.

Sandra Quinn
Ombudsman