

The complaint

Mr P has complained Virgin Media Mobile Finance Limited is holding him liable for a credit agreement he didn't take out.

What happened

In January 2023 Mr P complained to Virgin Media that there appeared to be a credit agreement in his name for a mobile handset. He denied having taken this agreement out.

Virgin Media confirmed they were continuing to hold him liable as the mobile handset was delivered to Mr P and they understood it was being used by him.

Mr P brought his complaint to the ombudsman service. He believed this handset had come to him by virtue of a competition and under existing regulations he wasn't required to return unsolicited goods.

Our investigator reviewed what had happened but found Mr P's evidence contradictory. She felt it was most likely Mr P had taken out the credit agreement for the mobile handset so she wasn't going to ask Virgin Media to cancel it.

Unhappy with this outcome, Mr P 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.

Firstly, I can see a credit agreement was taken out on 16 January 2023 for a mobile handset. This agreement is in Mr P's name. He says he didn't take it out, but Virgin Media have Mr P's correct details including his address. The direct debit has never been paid and Mr P has confirmed that he's closed that bank account.

Mr P has said the email address doesn't match his. I've noted what he's said.

What's not in dispute is that Mr P received the handset. He's not denied this and agrees that it is now in use which matches the evidence Virgin Media has shared with us. Mr P has told us he received this after winning a competition, but I don't find what he's told us at all plausible.

Mr P told us he was aware of arrears in January 2023, but I suspect he was mistaken – or was even trying to mislead us – as that's when the agreement was first taken out. Arrears didn't start to build until after this. So, Mr P had an opportunity to resolve this whole issue before things went downhill.

I can see no reason why Mr P wouldn't have returned this mobile handset despite his belief he's not required to.

On the other hand, I find Virgin Media's evidence to be convincing. I believe that it's most likely Mr P took out the credit agreement for the mobile handset. Therefore, I won't be asking Virgin Media to do anything further.

My final decision

For the reasons given, my final decision is not to uphold Mr P's complaint against Virgin Media Mobile Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 February 2025.

Sandra Quinn
Ombudsman