

The complaint

Miss V complains Shop Direct Finance Company Limited trading as Very allowed her now ex-partner to open a catalogue shopping account (also known as a running account credit) online without her knowledge or consent.

What happened

In April 2019, a catalogue shopping account was opened online with Very, using Miss V's details with an initial credit limit of £600. Miss V says she wasn't aware of this account and that it was her now ex-partner who had set this up and ordered items through the account.

It seemed payments were being maintained on the account and repayments were being made until January 2024 – from the evidence available to me, these were made from either a debit or credit card. Miss V has told us payments weren't being made from her account.

Miss V says she ended her marriage with her ex-partner and when her ex-partner left her house in early 2024, she started receiving arrears letters about this account which brought the account to her attention. Miss V says when she confronted her ex-partner about this, he agreed to start paying what was owed.

Miss V called Very in March 2024 as she continued to get letters from them about money she owed. Very have said the current balance outstanding on the account is around £3,900. Miss V says she was told by Very that there were several household items and furniture bought on the account. As of April 2024, Miss V says she had access to the account online as she changed the password on the account, so her ex-partner could no longer have access to it.

Miss V provided us with copies of letters sent from lenders to show that other accounts had been opened without her knowledge. Miss V also provided us with a copy of an email she sent to the police showing she reported this account as fraudulent with them, but they weren't able to help Miss V further.

Very say they considered this issue to be a civil matter. However, Very said they carry out the necessary checks when setting up an account and they would've sent confirmation of the account opening to the details they have stored. Very also said considering some of the items that were ordered on the account were large household items, it's likely the items were being used by Miss V, so they couldn't disassociate her from this account. Very also said a call took place between them and Miss V in July 2022, involving a missing large household item. Very say during this call, Miss V was aware of the item and that this was the last order on the account. So, Very said it was likely Miss V had access to the account.

Miss V says she doesn't remember this call and that sometimes her ex-partner would get her to speak to Very as he told her that sometimes they asked for the account holder to authorise the call. Miss V said she never questioned him about this as he'd often take care of bills and that she had no reason to believe he was applying for accounts, using her details, without her consent.

Our Investigator considered Miss V's complaint. In summary, he said the details on the account were Miss V's, confirmation of the account opening would have been sent to the email address on file which was Miss V's. However, our Investigator said it wasn't until four years after the account opened that Miss V raised this account as being opened without her consent. Additionally, our Investigator said having listened to the call between Very and Miss V in July 2022, Miss V was able to pass security and then have a conversation with Very about the missing household item. Miss V didn't raise in this call she wasn't aware of this account, as our Investigator said he would've expected. And having considered the letters Miss V provided from other lenders where they agreed those accounts were opened fraudulently, our Investigator didn't think that was a reason to say the Very account was opened in the same circumstances. So based on the balance of probabilities, our Investigator said it was more likely than not that Miss V provided her apparent or actual authority for this account to be opened.

Very agreed to our Investigator's opinion. But Miss V didn't and asked for an Ombudsman to consider her complaint. So, the complaint has been passed to me to consider.

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.

I can understand the difficult situation Miss V is in as she's no longer with her partner and I can appreciate her frustrations. It's my role to decide whether Very are fairly holding Miss V responsible for the account and the outstanding amount due. Where the evidence is incomplete, inconsistent or contradictory, as it is here, I've considered what I think was likely to have happened on the balance of probabilities – taking into account the available evidence and the wider circumstances.

I've first considered the application details used at the time and can see these details were Miss V's – this included her name, address and date of birth. I've also thought about the fact that these are details Miss V's ex-partner would likely have been aware of as they had been together for several years.

Due to the passage of time, Very haven't been able to provide copies of emails that were sent. But have said that with every order placed, automated emails would have been sent to the email address on file – which was Miss V's. Having considered what Very have said, I don't find this to be unreasonable and find it more likely than not confirmation of orders would have been sent via email. Miss V provided a recent screenshot of her email account, showing an email from Very confirming she has changed the password on her account – Miss V says this is so her ex-partner no longer has access to the account. Having looked at Miss V's evidence, I think it more likely than not if she recently received an email from Very confirming the password change, I see no reason why she wouldn't have received the email confirmations that were likely sent with orders that were placed. And if Miss V wasn't aware of this account as she said she wasn't, I don't think it would be unreasonable for Miss V to have raised concerns with Very about the email confirmation of orders she likely would have been receiving from 2019.

I've listened to the call between Miss V and Very in October 2022. While the call starts off with, who I'm assuming is Miss V's ex-partner, Miss V then comes on the call as the account holder and passes security. Miss V refers to the household item that *she* ordered and says she hasn't received it. Miss V also said she raised this matter with the courier company too, as she was out at the time the item was due to be delivered. Miss V seems very knowledgeable about the order that was placed and what happened. Miss V didn't raise not being aware of the account as I think would have been reasonable to expect, based on what

Miss V has told us. Having listened to this call, I'm not persuaded Miss V wasn't aware of this account.

There's a further call in March 2024 between Very and Miss V about the account where Miss V goes through her complaint. The advisor asked Miss V if she was aware of this account and Miss V replied "*yes, I know of the account, but I never had any access*". Miss V tells the advisor on the phone that the only items she wasn't aware her ex-partner had ordered were ones from December 2023. Miss V lets the advisor know the items she was aware of, that were ordered and delivered, and these were household items.

I understand Miss V says she only just realised the account was in her name. But I'm not persuaded she wasn't aware of the account from the point it was set up. I've considered the evidence Miss V has provided where other lenders have closed accounts set up in her name as they considered them to be fraudulently opened. However, I don't know the circumstances of those accounts nor how they were set up and I can only look at the evidence before me in relation to the Very account.

Having considered all of the available evidence, on balance, it seems likely Miss V was aware of the account. The details of the account were Miss V's, goods were delivered to Miss V's address and given her name was on the account, it's likely goods would have been addressed to her. In addition to this, on balance, I find it more likely than not that Miss V would have been sent emails confirming goods which were ordered and Very have evidenced at least one occasion where they spoke to Miss V about the account which she didn't query in any way. So, with all of that said, on the balance of probabilities, I don't think Very have acted unfairly in holding Miss V liable for the debt. And I don't think Miss V has given sufficient evidence to show the account was being used by someone either not acting on her behalf or not acting as her agent at the time.

I understand there's over £3,900 of arrears on the account. And Very have said it's possible to set up a repayment plan for this amount if Miss V completes an income and expenditure form to establish how much disposable income she has. Given the circumstances, I think this is reasonable in the circumstances and I'd encourage Very to work with Miss V on a fair repayment method.

My final decision

For reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 26 March 2025.

Leanne McEvoy
Ombudsman