

## **The complaint**

Mr M has complained J D Williams & Company Limited, trading as Jacamo, is holding him liable for a debt for a catalogue account he didn't take out.

## **What happened**

Mr M started getting letters from a debt collection agency about an outstanding debt of over £1,700. This related to a catalogue account with Jacamo. Mr M had held an account with Jacamo previously but didn't believe this account was his.

He asked Jacamo to review what had happened and stop pursuing him for the debt. Jacamo felt all the evidence indicated that Mr M knew of this account as it had been opened in September 2020, with items delivered to his home address. They'd also received numerous payments towards the account which wasn't normal behaviour in cases of an unknown party committing fraud.

Mr M brought his complaint to the ombudsman service.

Our investigator felt the evidence pointed to Mr M being aware of this credit agreement even if he'd not taken it out himself.

Unhappy with this outcome, Mr M has asked an ombudsman to consider his complaint. He's also questioned the validity of any credit agreement where there's only a record of a digital signature.

## **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.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

Existing consumer credit legislation says that a customer can't be held liable for a loan if it was taken out by an unauthorised party. When we consider cases of this nature, we also look at what customers understand about the credit agreement and what use is made of the purchases using that agreement. So in this case I've reviewed the detail of the purchases made using the Jacamo catalogue account.

Firstly, I can see a credit agreement and catalogue account was set up on 15 September 2020. This agreement is in Mr M's name. He says he didn't take it out, but Jacamo is pursuing him for repayment of the debt. Although in fact it's worth noting Jacamo sold this debt to a third-party collection agency in May 2023.

Prior to this, Jacamo has confirmed more than 25 payments were received towards the

agreement and the items purchased. Numerous deliveries were made of items to Mr M's home address. Mr M says his work would mean that he'd not have been at his home address but from reviewing the history of this account – and taking into account that many deliveries had already been made by Easter 2021, I think chances are that Mr M may have been working at home during at least some of this time period.

Even if he wasn't, there are too many deliveries for these to have been interceded by an unknown third party. I'm in no doubt the packages were received at Mr M's home. And from reviewing the make-up of the deliveries, I can see these contained male and female items of clothing, as well as a laptop and other items.

Mr M has confirmed the phone number related to the account isn't his, nor is the email address. He has noted that his wife's email address differs from this by one digit. Jacamo's evidence shows that the phone number links to another catalogue account their parent company holds, and there are other links to Mr M – and his wife – through the email address.

I appreciate what Mr M has told us. But I think it's extremely unlikely that an unknown third party has impersonated him, has used an email address differing from his wife's by only one digit and then gone on to maintain regular account payments until, most likely, the financial commitment became too much for them. I've already stated above that the number of packages being delivered to his home address would have made it difficult for him to be unaware of what was going on.

I note that correspondence with Jacamo was ignored after 2022 when the debt was unpaid. However when the debt collection agency uses the same address to contact Mr M, he starts to contact them and Jacamo to say the debt wasn't his. I find it odd that post – which Mr M says often goes astray – was at that stage being delivered.

I am also able to confirm that I'm satisfied the credit agreement – taken out online – was properly signed for.

It may well be that Mr M didn't take out the credit agreement himself but I believe he was sufficiently aware of it and benefitted from purchases related to the account. I won't be asking Jacamo to do anything further.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 March 2025.

Sandra Quinn  
**Ombudsman**