

The complaint

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

What happened

In May 2024 Mr E 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 all the details used when this agreement was set up belonged to Mr E and they believed the number continued to be used by him.

Mr E brought his complaint to the ombudsman service. He didn't understand how anyone would believe he'd taken out this agreement and get the handset delivered to an address he'd already moved out from.

Our investigator reviewed what had happened but felt it was most likely Mr E had taken out the credit agreement for the mobile handset so he wasn't going to ask Virgin Media to cancel it.

Unhappy with this outcome, Mr E 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 8 October 2021 for a mobile handset. This agreement is in Mr E's name. He says he didn't take it out, but Virgin Media have Mr E's correct details including the email address Mr E has used in his correspondence with our service. The direct debit of £8 a month was paid for more than two years from collection from Mr E's bank account until he cancelled this.

Mr E has told us the address the handset was sent to was his former address. He said he'd moved out in 2019 so didn't think it was likely that he'd have arranged to get a handset sent there. I've noted what he's said.

I've considered whether Mr E may have been the victim of ID fraud but think it's unlikely someone who'd, for example, moved into his former address, would have known his email address and bank account details to set up the agreement in the first place.

It would also be unusual for someone trying to commit fraud to ensure the genuine credit agreement was sent to the person being defrauded as the likely action for that person to take would be to sort this out immediately. Mr E didn't do this.

From the evidence I've seen, the handset is in use and the number is being used by Mr E.

Based on the evidence I've seen, I think Mr E must have known about the credit agreement. 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 E's complaint against Virgin Media Mobile Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 20 March 2025.

Sandra Quinn
Ombudsman