

The complaint

Mr S has complained that Virgin Media Mobile Finance Limited (VMMF) sought payment from him under a credit agreement he didn't take out.

What happened

The circumstances of the complaint are well known to the parties, so I'm not going to go over everything again in detail. But in summary, in January 2025 Mr S referred a complaint to the Financial Ombudsman. He said he'd noticed VMMF had been taking £13.50 from his account monthly throughout 2024. He said he spoke to VMMF at the end of 2024 and it told him the payments were for a credit agreement (device plan) he'd taken out in February 2020 and that should have been paid off in February 2023. I'll call this "device plan 1". Mr S said VMMF told him he'd overpaid by around £280 and it apologised and refunded him that sum. Mr S said VMMF subsequently contacted him to say he shouldn't have stopped the payment because it was actually for another device plan that was set up in February 2023 that was due to run for three years. I'll call this "device plan 2". Mr S said he didn't take out device plan 2. He said he'd been a longstanding customer and had never missed a payment. Mr S said he requested proof of delivery of the second device and a signed credit agreement.

VMMF had responded to the complaint in January 2025. It said it had carried out its investigation and said the credit agreement for device plan 2 was sent to Mr S's email address for signing and it didn't think there was evidence it was taken out fraudulently.

Our investigator didn't make any recommendations. She thought the agreement was sent to Mr S to sign and VMMF spoke to him about it in February 2023 on his number. She thought the goods were delivered to Mr S. And she noted the second device was being used on the same network Mr S said he was a customer of.

Mr S didn't agree. He said when he contacted VMMF in 2024 it didn't mention the second device. He said the investigator had made a series of assumptions. He said the investigator couldn't know the content of the call VMMF made to him in February 2023. He said he never agreed to a new contract and that there was no wet or electronic signature. He also said there was no evidence the second device was sent to him. He said just because the device is being used on the same network he is a customer of doesn't mean he's using it. He reiterated he was a longstanding customer and that it was insulting that despite his record of loyal payment he would suddenly change to behave in a criminal way.

As things weren't resolved, the complaint has been passed to me to decide.

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 want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr S and VMMF that I've

reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Where the evidence is incomplete or inconclusive I must reach my decision on the balance of probabilities.

VMMF is seeking money from Mr S in relation to a regulated fixed sum loan agreement and our service is able to consider complaints relating to these sorts of agreements.

Having considered everything carefully I think our investigator's answer seems fair, so I'm not going to depart from the conclusions they reached. I'll summarise why I've reached that conclusion:

- VMMF's contact notes for the 23 February 2023 say an outbound telesales call was made to Mr S using the number we have on file for him. This was around the time Mr S had repaid device plan 1. The notes say VMMF spoke to Mr S and that he upgraded to the second device. Mr S's email address is also recorded on the note and I think the credit agreement would have been sent there to be signed.
- VMMF has provided system notes and said Mr S would have clicked a box to confirm his acceptance of the agreement and that this was done on the 23 February 2023 through the email sent to his email address. This seems plausible.
- VMMF has provided tracking information that indicates the device was delivered in March 2023. While we don't have a signed receipt, I'm conscious a long time has passed since delivery, and those records aren't always kept indefinitely. The address on the tracking information matches Mr S's address. On balance, I therefore find VMMF acted fairly by deciding the device was likely delivered to Mr S and if he didn't order it, VMMF would have expected him to contact it shortly afterwards.
- I don't think VMMF were provided with an alternative explanation for how it would have been likely Mr S's telephone number, email address, and delivery address were used to set up device plan 2 if it wasn't Mr S that did so.
- VMMF wrote to Mr S confirming the direct debit was set up in March 2023. It sent an annual statement to him in March 2024. If Mr S hadn't set up the agreement I think VMMF would have expected him to have spoken to it sooner than November 2024.
- Repayments were also made towards the agreement from Mr S's bank. The device bought under device plan 2 wasn't a top spec or particularly high value device. VMMF didn't think the pattern of events followed what it would typically see with fraudulent agreements. I think its conclusions on that were broadly fair.
- While not definitive and, of course, it could be a coincidence, I think VMMF also fairly noted the second device was being used on the same network Mr S said he's a customer of.

Overall, the evidence here is conflicting. Mr S said VMMF apologised to him and refunded him the payments made to device plan 2 when he spoke to it late 2024. Whereas VMMF said the payments were claimed back through a direct debit indemnity. I agree it's unusual Mr S has said he was a longstanding customer and hadn't missed payment before, and then there's an allegation of fraud. But I need to decide the complaint on balance. Unlike a court, I can't call witnesses to take sworn evidence, and neither can VMMF. Based on all the evidence presented, I'm not saying something definitely hasn't gone wrong. I think it's quite possible there's been some confusion, or something has been forgotten due to the time that's passed. But I don't find I have the grounds to direct VMMF to cancel the credit agreement based on everything I've seen. I'd suggest Mr S speaks to it about a way forward.

Finally, I should point out I need to primarily consider how VMMF acted up to when it issued its final response because the events preceding this relate to what it's had the chance to formally consider. I think it broadly acted fairly up to issuing that response. If Mr S is unhappy with how VMMF treats him going forward it might be something our service can consider for him separately.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 December 2025.

Simon Wingfield
Ombudsman