

## **The complaint**

Mr A complains that Home Retail Group Card Services Limited trading as Argos Card (“Argos”) is holding him liable for credit which he says he neither applied for nor consented to.

## **What happened**

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, in June 2023 credit with Argos was applied for in Mr A’s name which was used to purchase a sofa. Mr A subsequently told Argos he hadn’t applied for the credit. He couldn’t reach agreement with Argos about things, so he referred his complaint about Argos to us. As an Investigator here couldn’t resolve the matter informally, the case has been passed to me for a decision.

## **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 decided to not uphold this complaint for materially the same reasons as our Investigator explained.

The question is: did Mr A enter into this credit agreement, or was it done without his knowledge and/or consent as he alleges? And in this case, I think it’s most likely that the credit was taken out in Mr A’s name with his knowledge and consent, and he therefore did enter into this credit agreement.

I say this because Argos has provided information from which I’m satisfied that the credit agreement was taken out online on 15 June 2023 in Mr A’s name. The application contained Mr A’s correct date of birth, home and email addresses. And the order for the sofa, which was placed on 15 June 2023, was delivered to Mr A’s home address on 18 June 2023. What this shows me is that on the face of it there would have been nothing on the application to raise concerns.

I’ve thought carefully about what Mr A has said about him thinking a family member did all of this without his knowledge or consent, including moving the sofa to a different address. However, whilst I accept this is possible, I don’t think it’s most likely. I say this because Mr A originally told us that he wasn’t in the UK on 15 June 2023. However, as our Investigator subsequently highlighted from the available evidence, this wasn’t accurate, but instead that Mr A wasn’t in the UK at a later date after the sofa was delivered. But the goods had already been delivered to Mr A’s home address by then. Mr A has also said he wouldn’t have given any family member access to his debit card or email account. I’ve thought carefully about everything Mr A has said. But overall, bearing in mind all the information, I wouldn’t feel comfortable from what I’ve seen making a conclusion here that the credit likely was applied for without Mr A’s knowledge or consent.

This means I don't think Argos has done anything wrong in holding Mr A responsible for the credit, nor in reporting the status of the account to credit reference agencies as it would be expected to.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 November 2025.

Neil Bridge  
**Ombudsman**