

The complaint

Mr C complains about the outstanding balance of a catalogue account opened in his name with J D Williams & Company Limited.

What happened

In October 2022, a catalogue account with JD Williams was opened in Mr C's name. Over the next few months various items were ordered and paid for using the account, with the goods being delivered to the address where Mr C lived at the time.

The following year, Mr C says his personal circumstances changed and he moved to a different address. He says that at this time he separated from his wife, who I'll call 'A', and that she continued to live in the house they owned together.

In early 2024, Mr C says he noticed some missed payments on his credit file. And after looking more closely, he says he discovered the account in his name with JD Williams. So, Mr C contacted JD Williams and said he didn't open the catalogue account. He suspected A had used his personal details without his authorisation. Mr C also recorded his suspicions with the national reporting centre for fraud.

JD Williams looked into Mr C's concerns but told him they needed a full report from the police to take any action. Mr C subsequently complained to JD Williams and said he wasn't responsible for the balance owed to the catalogue account. He also asked them to remove the missed payment details from the information held with credit reference agencies.

In their final response to Mr C's complaint, JD Williams said the evidence Mr C had provided wasn't enough for them to accept that he was the victim of domestic fraud. So, they didn't change the missed payment information on Mr C's credit file and continued to pursue him for the outstanding balance of the account. Mr C didn't accept JD Williams' response and brought his complaint to our service.

Shortly after Mr C's case came to us, JD Williams got in touch to say that although their stance about the potential fraud hadn't changed, they'd like to offer Mr C £50 for the delay in responding to some of his emails.

One of our investigators considered this and found that JD Williams' offer was fair. He said Mr C had lived at the same address where the account was registered at the time it was opened and where some of the items were delivered to.

The investigator also said that payments were made to the account during this time. Overall, the investigator was persuaded that it was likely Mr C had authorised the opening of the catalogue account with JD Williams.

Mr C didn't agree with the investigator's findings and said A had a poor credit history and provided other examples of where other lenders had agreed he was the victim of fraud. Mr C also said he was at work when the packages arrived at the house and he didn't make any of the historic repayments to the debt.

The investigator didn't change his conclusions and Mr C's complaint had now been referred to me to make a final 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.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this, and 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 C and JD Williams 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.

I should also point out that where the evidence is incomplete, inconclusive or contradictory as some of it is here, I reach my decision on the balance of probabilities. In other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

JD Williams sought payment from Mr C in relation to a catalogue account. This is a regulated running account credit agreement, and our service is able to consider complaints relating to these sorts of agreements.

There are a few possibilities that might have given JD Williams a proper basis for pursuing Mr C for the debt. Namely:

- Mr C opened the account himself; or
- A third party completed the application for the account on Mr C's behalf, with his actual or apparent authority.

On the one hand, Mr C says some of the contact details used by JD Williams are not his. He says the postal and email address registered on the catalogue account are different to what he uses. Mr C also says that due to A's line of work, it wasn't unusual to see branded goods being delivered and that A had made the repayments showing on the account statement.

Furthermore, Mr C has explained while he had agreed to take out a different line of credit for A to use in the past, he didn't authorise the borrowing with JD Williams and two other credit accounts with other lenders. Mr C has also said JD Williams should not have insisted on a full police investigation and that the report with the national centre for fraud is sufficient.

But, on the other hand, JD Williams says the email address used to set up the catalogue account appears to have been set up jointly with A. And that the items ordered and other letters were delivered and addressed to Mr C, while he lived at the house he shared with A.

JD Williams haven't provided a full breakdown of the application for the catalogue account opened in Mr C's name in 2022. This information would have been helpful to see a complete picture of the information requested and supplied. So, I've considered the information we do have, to decide if it's fair for JD Williams to hold Mr C responsible for the outstanding balance of the account.

I can see from the JD Williams' records of the account where Mr C's name and home address were used to open the account. I can also see that the email address registered

does contain both Mr C's and A's name. The records show where deliveries and letters were sent to Mr C's home address from October 2022, until Mr C says he moved out in the summer of 2023.

Having thought about how the account was set up and the dates involved, I think Mr C was living at the registered address for the account when items were ordered and that the packages were addressed to him. From looking at the statements for the account in Mr C's name, I can see where the items ordered were for general household use. That is not to say I think Mr C had benefit of those items, just that they may be goods used as part of life in a family home.

Mr C has explained why he may not have noticed the deliveries and why he wasn't suspicious about the goods in his home. But, I can see where the account was opened and active for around ten months, before Mr C circumstances changed. So, I'm less persuaded by what Mr C says about his awareness of the account.

Moreover, I recognise that Mr C says he has previously authorised credit in his name and handed use of that credit to A. He says this was to help when he and A were raising their young family. I acknowledge the reasons why Mr C says he gave his authorisation to A and I also accept that the same authorisation may not have extended to the account with JD Williams. But, I also think what Mr C says points to his approach to his family finances while he was living with A.

I empathise with the circumstances Mr C has described to us and I can understand why the missed payment information on his credit file has caused him worry. However, I think where the account with JD Williams was registered to the address he shared with A and where the deliveries and other letters were sent are significant.

Overall, I think Mr C's address at the time the account was opened, the details used in the application and the deliveries to his home address add weight to JD Williams' argument, that Mr C authorised the opening of the catalogue account. I think this is further supported by what Mr C has told us about the authority he has given to A in the past.

On balance, I don't think JD Williams are acting unfairly by deciding that the most likely thing to have happened, is that Mr C gave his authority, or apparent authority for them to open the catalogue account. Therefore, I don't find I have the grounds to direct JD Williams to stop pursuing Mr C for the outstanding debt owed.

I understand that Mr C points to the decisions of two other lenders, who decided to remove his responsibility to other debts. But, I agree with our investigator, in that the very individual circumstances of this case, means the other lenders may have relied on different evidence that was available. So, it doesn't necessarily follow that the same conclusions can be drawn about Mr C's complaint against JD Williams.

JD Williams have recognised the delay in responding to some of Mr C's emails. I've looked at the correspondence between Mr C and JD Williams from July to October 2024. Having done so, I can see there was a short period where Mr C needed to prompt JD Williams to respond to his further concerns.

I can also see where JD Williams needed to buy the debt back from a debt collections agency. And I think they were incorrect to insist on a full police report, where Mr C had simply followed the advice from the police, to approach the national centre for fraud.

In all the circumstances, I agree that it's fair for JD Williams to make a payment to Mr C, to reflect the distress and inconvenience the delays caused. After considering what Mr C has

said and the impact the delay had on him, I think JD Williams' offer to pay Mr C £50 is fair and reasonable.

I realise that my conclusions mean there will still be an outstanding balance owed by Mr C to JD Williams. I'm also very sorry to hear of the difficult financial circumstances, which Mr C has explained to us. It must be a very troubling time and I hope things improve for him.

So, I remind JD Williams of their responsibility to treat Mr C's financial circumstances with due consideration and forbearance. Mr C has suggested he may make a lump sum payment to clear the debt on the catalogue account. But, if this isn't possible for Mr C, JD Williams should look at Mr C's income and expenditure details to talk about the options they are able to offer to him.

Putting things right

For these reasons, I require J D Williams & Company Limited to pay £50 to Mr C for the distress and inconvenience he has experienced.

My final decision

My final decision is that I uphold this complaint and require J D Williams & Company Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 October 2025.

Sam Wedderburn
Ombudsman