

complaint

Mr E has complained NewDay Ltd ('NewDay') won't remove its account details from his credit file.

background

NewDay chased Mr E for the repayment of a debt under a credit card account. He said the account wasn't his and an unknown third party had fraudulently opened the account in his name.

He asked NewDay to remove the account details from his credit file but it refused saying it believed he'd opened it.

Mr E wasn't happy with this response and brought his complaint to this service.

Our adjudicator thought NewDay's reasons for refusing to amend his credit file were reasonable.

Mr E disagreed and so this complaint has come to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr E said a fraudster opened two accounts with NewDay in 2011 and 2012 in his name.

He's provided a change of name deed, which he says proves the fraudster was using his name and address. He said he got the deed from another business along with copies of a loan application and a student card both in the fraudster's former name.

According to the change of name deed, the fraudster had changed his name to Mr E's name in 2010.

NewDay said it wasn't plausible a fraudster would change his name and then wait a year before opening the first credit card account. It also said the account-holder was settling his credit card bill by making payments into the account and he'd set up a direct debit to help him do this. NewDay said this wasn't typical behaviour for a fraudster. It said it checked the direct debit details and they matched Mr E's personal details.

But I think the most compelling evidence is the voice match between calls made by the account-holder and Mr E. NewDay said he made the calls because the voice is the same for both callers. I've listened to the call recordings and I agree: the voices are strikingly similar, if not the same. And, when asked for a telephone number, the account-holder gave the same number as the one held by this service for Mr E.

NewDay's also said the email address for the account-holder is the same as the one Mr E gave this service.

I'm afraid I can't see how an unknown third party could've got Mr E's telephone number. He's not said he's lost his phone or changed his number. But even if he had, it doesn't make

sense to use it because the risk of getting caught is high. I also think it's unlikely a fraudster would've used his email address for the same reason.

When Mr E reported the fraud, he told NewDay he thought the account-holder had moved into his former address when he moved out and that was how he might've got his personal details. He told NewDay he was living with his brother. Yet, he refused to provide it with his new address and asked it to write to him at his former address –the one the fraudster was supposed to be using. This also happened to be the address he gave this service. Based on this evidence, I think it was more likely he was still living at the same address.

I've taken into account the change of name deed. Unfortunately, I'm unable to reach any reliable decision on its authenticity because the photocopy is of poor quality. I've noticed the witness hasn't given a full address so its execution appears incomplete anyway.

The deed also shows that the account-holder and Mr E share the same middle name. NewDay thinks this is unlikely to be a coincidence since it's not a common name.

In these circumstances, I don't think I can say for sure that an unknown third party opened the account and I don't think it would be fair to ask NewDay to remove it from Mr E's credit file.

I realise Mr E will be disappointed by this decision but I hope I've explained why I won't be upholding his complaint.

my final decision

My final decision is that I won't be upholding Mr E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 18 July 2016.

Razia Karim
ombudsman