

## **complaint**

Mr A has complained Shop Direct Finance Company Limited, trading as Very, is asking him to pay a debt which isn't his. He never took out an account with them in 2009. The account name they have is for a Mrs A.

## **background**

Mr A complained to Very they'd put a default on his credit record. A debt collection agency was asking him to repay over £1,000. He said he'd never taken out an account with them. In fact a pair of women's shoes had been delivered to his home address and he'd arranged to send them back to Very.

Very felt the evidence they had was enough for them to expect Mr A to pay this debt. Mr A brought his complaint to the ombudsman service.

Our adjudicator agreed with Very. Mr A's address and birth date details matched the details Very held for this account. So she didn't think they'd done anything wrong in asking him to pay the debt. She was also concerned what Mr A had told us about living at his current address differed to what Very had said he'd told them.

Mr A was unhappy about this. He provided evidence to show he's contacted debt collection agencies in 2010 and 2012 to confirm this debt wasn't his. He asked an ombudsman to consider his complaint.

## **my findings**

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

I've reviewed all the evidence both Mr A and Very has sent us. I don't think there's any doubt the account was set up in July 2009 in the name of a Mrs A. The address for the account was Mr A's address at the time and the same birth date was used. However the email address was different to the one Mr A uses. So I can see why Mr A thinks the account was set up fraudulently. However items were ordered from Very on this account and sent to the address Mr A was living at.

Very's evidence shows that something bought in Mrs A's name was returned to their warehouse back in 2009. And Mr A says he returned the pair of shoes. It's fair to say buying a pair of women's shoes seems an unusual fraud to commit. However I appreciate other items were sent to the address Mr A was living at. Obviously that doesn't mean all items were delivered to Mr A but I think in all likelihood they were delivered to the address he was living at. Very's records show some items, and therefore over £1,000, remained outstanding on the account.

What hasn't been adequately explained is why and how Very managed to register a default on Mr A's account when the account isn't in his name. They've confirmed a default notice was issued to the recorded address in June 2010 to Mrs A. The following month they sold the debt on to another company who has made occasional attempts to ask Mr A to pay the debt.

I've tried to get a response out of Very but I've not heard from them. I can see this debt was accrued more than six years ago. And it's not Very that's asking Mr A to pay the debt. Overall I think any default that was registered, if it was, will no longer be on his record. I've not seen a copy of Mr A's credit record. I tend to think if Very had placed a default on his record six years ago, Mr A would have brought this complaint at the time.

It's worth saying the evidence shows Mr A has previously been in touch with Very and the different agencies trying to collect the debt. He's shared his annotated notes on letters sent in 2012 and other dates. So I'm in no doubt Mr A has tried to get things sorted out.

So as far as I can see there is no default and Very isn't asking Mr A to pay any debt as they no longer own it. So I don't believe it would be fair to ask them to do anything further.

### **my final decision**

For the reasons I've given, my final decision is not to uphold Mr A's complaint against Shop Direct Finance Company Limited, trading as Very.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 December 2016.

Sandra Quinn  
**ombudsman**