

## **complaint**

Mr C is unhappy that Arrow Global Management Limited is holding him liable for a credit card account debt he says was fraudulently opened in his name.

## **background**

Arrow bought Mr C's credit card debt from a bank several years ago. Mr C says he never took out the credit card – he never made any of the purchases. Both Arrow and the bank have investigated this for Mr C. Both said he was liable for the debt.

Our adjudicator found that Arrow was entitled to ask Mr C to repay the outstanding debt. She found that the card and personal identification number (PIN) were sent to Mr C's home address. Also, someone tried to make a payment to the account using a credit card that was also in Mr C's name. The adjudicator also found Arrow's offer to accept £2,500 to settle the debt was fair.

Mr C wants an ombudsman to look at his case. He says he has recently been the subject of a further incident of identity theft. He says Arrow is relying on an incomplete fraud investigation.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I can see Mr C feels very strongly about this. He has made numerous points to support his complaint. But my decision focuses on what I think is the main issue here. Is Arrow entitled to hold Mr C liable for this debt? On balance, I am happy that it is.

Mr C says there are parts of the original application form are wrong. I accept this. But I don't think this is proof that he didn't apply for the credit card. Many of the details are correct.

I can see the credit card and PIN were sent to Mr C at his correct home address. He says his post was intercepted. The credit card was then activated. But the first purchase with it wasn't made for around a month. This isn't how I would expect a fraudster to act if they had just activated a credit card.

Arrow spoke to the bank it brought the account from. The bank contacted some of the suppliers of the goods purchased with the credit card. The suppliers confirmed the delivery address was Mr C's.

I can also see attempts were made to make payments on the account. Again, I wouldn't expect a fraudster to try to make payments on an account that wasn't genuine. Also, the payment was attempted using a debit card in Mr C's name with a different bank.

Mr C points out the bank's records show the person who attempted to make the payment sounded like an "older gentleman". I think this is consistent with someone using the card on his behalf with his permission.

Mr C also says he had the debit card during this time. He says it must have been copied or cloned. I don't accept this. I think it is very unlikely that someone managed to copy Mr C's

genuine debit card, while he had it, and then try to use it to make a payment on a fraudulent credit card account.

So, on balance, I think Arrow is entitled to ask Mr C to repay the outstanding debt. I also think its offer to accept a reduced amount of £2,500 in settlement of the debt is fair. I leave it for Mr C to decide whether to accept this offer.

**my final decision**

My final decision is that Arrow Global Management Limited has made a fair offer.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C to accept or reject my decision before 24 August 2015.

John Miles  
**ombudsman**