

The complaint

Mr W has complained Freemans plc is continuing to ask him to repay a debt that he says isn't his.

What happened

Mr W got in touch with Freemans in late 2022 as they were asking him to repay a debt that wasn't his. They reminded him that he'd been in touch back in October 2020 after splitting up from his partner. They'd told him then that if they treated his complaint as fraud then no further payments could be made towards the debt. They couldn't now treat this as fraud.

Mr W had hoped that his ex-partner would continue making payments towards the debt – and she did for some time. The last repayment was in November 2021. Mr W was now getting demands for payment but continued to state this debt wasn't his.

As Freemans wouldn't cancel the debt in Mr W's name, Mr W brought his complaint to the ombudsman service.

Our investigator reviewed evidence and believed overall that this showed the agreement was originally taken out by Mr W's ex-partner. He asked Freemans to cancel the debt in Mr W's name.

Freemans didn't agree with this outcome. They've asked an ombudsman to review the complaint.

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 reached the same outcome as our investigator. I'll explain why.

Firstly I can see the credit agreement was taken out in October 2018. The application details show Mr W's ex-partner's address and email address were used. Items were therefore delivered there, and statements were sent there too. It was only after Mr W split up from his partner, that he realised this agreement was in his sole name.

There's no dispute that back then he reported this immediately to Freemans. He hoped that his ex-partner would continue to make payments so discouraged Freemans from treating this as fraud.

It appears that the main reason Freemans have for not agreeing this is fraud is that Mr W had the chance to agree it was fraud two years before he finally reported this but didn't take the opportunity then. This seems an odd stance when further repayments were made towards the debt lessening Freemans own liability.

It's difficult to tell what stance Freemans would have taken in October 2020 if Mr W had said then that this had been taken out fraudulently. Although I note that this is what he did say in

all likelihood, just that he was put off reporting this as such because he was hopeful his ex-partner would continue to make repayments.

But the evidence, now as then, indicates that this account was opened without Mr W's consent. I say this because the address details don't match the address registered to Mr W on his credit report. I'm not completely sure how Freemans could have completed a successful address check. The email address linked to the account is also not Mr W's. So I see no reason to doubt his testimony that he wasn't aware of this account until late 2020 after his relationship came to an end. There is evidence of other accounts also taken out in his name fraudulently.

Taking all the evidence into account, I think it's most likely Mr W didn't take the original credit agreement. Freemans can't continue to hold him liable for the outstanding debt.

Putting things right

As I believe Mr W didn't take out the credit agreement with Freemans, they will need to remove any outstanding liability and remove his name as associated with the debt.

I also expect them to remove mention of this credit agreement from Mr W's credit record.

My final decision

For the reasons given, my final decision is to instruct Freemans plc to:

- Remove Mr W's name from the disputed credit agreement;
- Stop asking him to repay debt associated with this credit agreement; and
- Remove any record of this agreement from Mr W's credit record.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 October 2023.

Sandra Quinn
Ombudsman