

The complaint

Mr A complains that Barclays Bank UK PLC didn't remove a fraud marker at CIFAS, and this led to him missing out on a job opportunity.

What happened

Mr A explains that he had applied for a job with a higher salary and an initial payment of £10,000. A third party agency carried out screening for the new employer and found the CIFAS marker. He says that Barclays had agreed to remove that a year earlier. And so, he didn't get offered the new role.

Barclays accepted that it had made a mistake. It had told Mr A on 26 April 2021 that it had removed a CIFAS marker. But it hadn't done this until Mr A had complained again. This was removed on 2 June 2022. It offered to pay Mr A £800 in compensation and said it was *"sorry we haven't been able to make an offer you're happy with."*

Our adjudicator didn't recommend that Barclays do more than it had offered to. She said that the original marker was applied in 2016 and this came to Mr A's notice in 2021 when he was refused a bank account. Barclays had agreed to remove the marker and had paid £300 then. This complaint was about it not removing the marker as it had said it would do.

She said that she hadn't seen clear information that Mr A would have been offered the new role had the marker not been in place. And that the job was actually his as there were other applicants. So, she thought that the compensation was more than fair.

Mr A didn't agree. He referred to emails he'd received about the screening in April 2022. In particular on 19 April 2022 he'd been told his file had been moved to final checks and that when these were complete it would be sent over to the employer and the agency involved would help arrange the initial payment of £10,000. The person he'd been dealing with was no longer at the agency, but he'd been told that if put forward for screening he'd have the role. He's also been in contact with an employment lawyer and been told the same information given how expensive the screening was. Mr A set out that he'd been given some time to resolve this and when he first contacted Barclays and went to a branch it had wrongly closed this complaint saying that it was already resolved. Barclays' actions had a significant effect and he would otherwise now be at a different stage in his career. He also referred to a community association losing out on funding due to the marker about him.

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 need to set out that we provide informal dispute resolution and we aren't a court. If Mr A doesn't accept my decision he remains free to pursue this matter in court subject to any relevant time limits.

It's not in dispute that the CIFAS marker ought to have been removed. I've noted the email dated 5 December 2021 about funding for a community association that Mr A was a trustee of. And that his name was associated with a fraud check. I first need to say that this is a separate organisation to Mr A, and I wouldn't be able to consider any impact for that here. But, I also don't know when this was brought to his attention because it may have reasonably alerted him to an issue with his record: especially given what he'd discovered earlier that year.

In this complaint I've looked at his evidence. I'm afraid I can't place significant weight on what he says he was told and by a third party to his potential employer. I note his points about the stage he'd got to in the application process. And that a CIFAS marker would clearly be identified. But as our adjudicator has said I can't see evidence to confirm he would have the role otherwise, even though I don't doubt that's his genuine belief.

I accept his testimony about raising this with Barclays twice before it was resolved and from April onwards. And again, as he says the marker wasn't removed until 2 June 2022 and he has an email dated 4 May 2022 from the agency saying he will no longer be considered for the role and that it was now working with another candidate. So, I don't doubt the frustration and inconvenience he's been caused.

Barclays has made an offer to settle the complaint. And I think that this is reasonable in light of my findings here and having taken into account our published guidelines. Barclays' offer isn't less than I might otherwise awarded. So, I know Mr A will be disappointed when I say that I won't be requiring it to do more than this.

My final decision

Barclays has made an offer to pay Mr A £800 to settle this complaint which I think is reasonable in all the circumstances. So, my decision is that Barclays Bank UK PLC pay Mr A £800.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 January 2023.

Michael Crewe
Ombudsman