

## **The complaint**

Miss W complains that Clydesdale Financial Services Limited trading as Barclays Partner Finance (“BPF”) didn’t process several applications she made for credit relating to the purchase of a mobile phone. She also complains about the customer service she received from BPF when trying to resolve the matter.

## **What happened**

On 15 September 2023, Miss W made an application for a loan to purchase a mobile phone. The application didn’t go through due to some technical issues between BPF and the retailer, and so Miss W was told to make further applications – none of which were approved or declined and remained pending due to the technical error.

Miss W says she contacted BPF on many occasions over the course of a couple of months trying to fix the problem. She’s said that the service she received during the phone calls wasn’t helpful. And barriers were put in the way of her making a complaint.

The result of all of this is that Miss W had credit searches on her credit file for applications that weren’t processed. And she says she spent many hours over the course of a couple of months trying to resolve the issue.

BPF responded to Miss W, from what I’ve seen, on three separate occasions:

20 September 2023 – BPF confirmed that there had been a technical error which has caused multiple applications to be processed. BPF confirmed it would remove the credit searches for these applications.

20 November 2023 – BPF agreed that Miss W had received poor service – it said she had called a number of times about the application. It agreed that some of the information she’d been provided with on the phone wasn’t correct. To apologise it paid Miss W £250 and said it would remove the searches relating to unprocessed applications.

30 November 2023 – BPF confirmed the issue has come about as a result of a technical issue. It agreed the service Miss W had received had been poor and offered Miss W £25 for the inconvenience caused to her.

An Investigator considered what both parties has said, but they didn’t uphold Miss W’s complaint. The Investigator felt that BPF has already done enough to put things right for Miss W – and they didn’t think BPF needed to do more.

Miss W didn’t agree with the Investigator’s view. She felt the Investigator had misunderstood her complaint. And she felt the Investigator should listen to all of the calls she had with BPF. Because an agreement couldn’t be reached, the complaint has been passed to me to decide on the matter.

## **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 considered everything again, I won't be upholding Miss W's complaint, I appreciate this decision will come as a disappointment to her, however I will explain my reasons for this below.

I don't think the facts of this case are in dispute here. Both parties agree there was a technical error that meant Miss W's application for a loan wasn't processed properly causing multiple applications, with multiple credit searches. Both parties also agree that Miss W made a lot of contact to BPF to sort the matter out. And both parties agree that some of the information she was provided over the phone wasn't correct or helpful.

So, it seems what is left for me to decide is if BPF has done enough to put things right for Miss W – and I think it has.

The effect of the applications that weren't accepted or declined has impacted Miss W's credit file – that's because there are searches showing on her credit file for applications that weren't processed properly. BPF has said it has removed these searches, which is what I would have expected it to have done in the circumstances. I'm satisfied that BPF has agreed to put Miss W's credit file back in the position it would have been in if there hadn't been a problem with the applications being processed.

So it's now for me to consider whether the £275 BPF has agreed to pay Miss W is enough to compensate her for the things it got wrong. It's seldom straightforward to decide on appropriate levels of compensation for non-financial losses. Not least because the impact on the consumer will be, by its very nature, subjective and difficult to quantify. In this case, I have considered the inconvenience to Miss W in having to sort the matter out herself, the loss of expectation in not getting an answer to her application when she applied for it, the poor customer service she received and the misleading information she received.

I note that Miss W feels it important that I listen to all of the calls she had with BPF. I haven't requested these from BPF – that's because I don't doubt what Miss W has told us about the service she got, and I'm persuaded by what she's told us in that she called many times, and when she called she wasn't given the help she needed. Clearly, this would have been very frustrating for her.

I've thought carefully about everything Miss W has said and the impact of those events on her, together with our published approach to compensation for distress and inconvenience, which can be found on our website.

Taking everything into account, and while recognising Miss W's strength of feeling about the matter, I'm satisfied BPF's offer of £275 and the removal of the credit searches (aside from the one for the approved application) is a fair way to resolve this complaint in the circumstances.

## **My final decision**

For the reasons set out above, I don't uphold Miss W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 27 August 2024.

Sophie Wilkinson  
**Ombudsman**