

The complaint

Mrs S complains that Clydesdale Financial Services Limited trading as Barclays Partner Finance ("BPF") is holding her liable for a loan which she says she neither applied for nor knew about.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, in April 2023 a BPF loan for £6,810 was taken out in Mrs S's name.

Mrs S subsequently told BPF she hadn't applied for the loan. Mrs S and BPF were unable to agree, so Mrs S referred her complaint about BPF to us. As an Investigator here couldn't resolve the matter informally, the case has been passed to me for a decision.

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'll focus here on what I think is the heart of the matter. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I agree with our Investigator's conclusions. I've decided to not uphold this complaint for materially the same reasons.

The key question is, did Mrs S enter into this loan agreement, or was it done without her knowledge and consent as she alleges? Having considered this carefully, I think it's most likely the loan was taken out in Mrs S's name with her knowledge and consent, and that she therefore did enter into the loan agreement. I say this because:

- BPF has provided information from which I'm satisfied that this loan was applied for in Mrs S's name using her correct address. BPF collected from the applicant, at the time of the application in April 2023, a photo of a passport and a 'selfie' that are a match for Mrs S. The email address and phone number provided in the application don't match the details Mrs S has told us are hers, but this doesn't automatically mean she didn't know about or consent to the loan agreement.
- The loan was used to buy a watch. Due to the passage of time (Mrs S didn't raise her claim until over a year after the loan agreement commenced), BPF hasn't been able to provide original proof of delivery; I don't think this is unreasonable or so surprising given the circumstances. However, I'm aware that the watch merchant, which at the time was partnering with BPF, had Mrs S's correct address on file and that both it and BPF have credibly explained that it would only have delivered the watch to Mrs S's address where the package would have needed to have been signed for, as it

wouldn't deliver it to an address not on the loan agreement for security reasons. I'm as satisfied as I reasonably can be here, that the watch the loan was used to buy was therefore most likely delivered to Mrs S's address.

- I haven't been provided with a plausible explanation as to why a fraudster would have applied for the loan and had the watch delivered to Mrs S's address if they wouldn't be there to take delivery of it and to benefit from it. Mrs S's bank details were also provided during the loan application process so that the direct debit could be set up for monthly repayments towards the loan, and I haven't been provided with a plausible explanation as to how a third party would have had all of Mrs S's correct details, including her passport and her bank details, unless Mrs S knew about and consented to it.
- I understand that two other similar applications were made at the time with BPF also in Mrs S's name that weren't taken forward. BPF has provided information it collected about these at application stage, which again includes a photo of a passport and a 'selfie' (for each application). These photos again match Mrs S's details. And I note, like our Investigator, that whilst the selfies are all clearly of Mrs S, they are different photos, and whilst the photos of the passports are clearly all of the same passport, again they are different photos. I don't think this supports Mrs S's version of events.
- Since our Investigator issued her assessment, Mrs S's daughter has told us that: she recognises her fingers in one of the photos; she recalls an incident in April 2023 whereby as part of an interview she provided a third party with three scans of her mother's (Mrs S's) face, and uploaded a copy of Mrs S's passport; suggesting this is how the fraud must have happened. But I do note that Mrs S's daughter has said she didn't give other personal details out about herself or her mother. I've considered everything that has been said and provided about this, including the evidence sent in which includes emails and telephone details. But I haven't found this persuasive. Not only do I not find this particularly persuasive in its own right bearing in mind the surrounding evidence, I'm satisfied for the reasons already explained that Mrs S most likely did know about and consent to this loan.

I've considered everything that has been said and provided, and I think it's most likely the loan was taken out in Mrs S's name with her knowledge and consent at the time, and she therefore did enter into the loan agreement. Bearing in mind what I've said, I don't think it's unfair for BPF to hold Mrs S responsible for the loan, and I don't uphold this complaint.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 8 April 2025.

Neil Bridge
Ombudsman