

The complaint

Mrs T has complained about Clydesdale Financial Services Limited trading as Barclays Partner Finance. Mrs T believes she was mis-sold a GAP motor insurance policy.

A representative has supported Mrs T in bringing this complaint, but for simplicity I've just referred to her in this decision. And references to Clydesdale Financial Services includes other individuals and organisations acting on its behalf.

What happened

Mrs T believes that she was mis-sold a GAP motor insurance policy by Clydesdale and she would like the premium refunded. But when she approached Clydesdale, it didn't have any record of selling Mrs T a GAP insurance policy, so Mrs T complained to this Service.

Our Investigator looked into things for Mrs T but didn't uphold the complaint. He reached out to Mrs T to check if she had any record of the GAP insurance in order to support her complaint. But as there wasn't any evidence that a policy was taken out, he didn't uphold her complaint. As Mrs T didn't agree the matter has been passed to me for review.

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 understand Mrs T's position and if she has any evidence to support that she took out a GAP insurance policy through Clydesdale Financial Services she can approach Clydesdale again. However, without any evidence to say a policy was taken out through Clydesdale I cannot uphold this complaint. I'll explain why.

Clydesdale has confirmed that it doesn't have any record of Mrs T taking out a GAP policy through it. And, importantly, neither does Mrs T. But without any evidence to suggest that Mrs T took out a GAP insurance policy through Clydesdale then I cannot conclude that Mrs T was mis-sold a policy.

I note that Mrs T has raised separate issues in relation to other products, but they are not under consideration here as this complaint is focussed solely on the alleged mis-sale of a GAP insurance policy. But as there isn't any evidence that such a policy was taken out, I can't uphold this complaint. However, if Mrs T is able to produce any evidence of the alleged mis-sold policy then I would expect Clydesdale to consider this.

Given all of this I'm not upholding Mrs T's complaint as there isn't any evidence that she took out a GAP insurance policy through Clydesdale.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or

reject my decision before 28 July 2025.

Colin Keegan
Ombudsman