

THE COMPLAINT

Mr D's complaint is about Barclays Bank UK PLC (trading as Tesco Bank).

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr D was serving a custodial sentence between 26 March 2022 and 26 September 2024, having been released at the halfway point of a five-year sentence. During this period, on 27 March 2022, a Tesco Bank credit card was taken out in Mr D's name. The card was then used to make transactions, and missed payments occurred, which negatively affected Mr D's credit file. Mr D says he did not authorise this card to be taken out in his name.

Mr D states, amongst other things, "*The account revealed that more than 860 pounds was taken by Tesco on Payments and direct debits which I was totally unaware of because I was in Custody at the time, and not able to have ever received a Tesco card.*"

Mr D would like Tesco Bank to remove the adverse information recorded on his credit file in relation to the credit card. He is also seeking a refund of the money that was debited from his other bank account as repayments toward that card. When Tesco Bank declined to do so, Mr D raised a complaint, which he has referred to our Service.

One of our investigators considered the complaint and did not uphold it.

As Mr D did not accept the investigator's findings, this matter has now been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion he did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- I have listened to several telephone call recordings between Mr D and Tesco Bank, and I am satisfied that the individual identifying himself as Mr D during those calls was indeed him.
- I am satisfied that during the calls Mr D was referring to the Tesco credit card in question. I am also satisfied that, on the balance of probabilities, he either took out the credit card himself or provided authority to a third party (whether his son or someone else) to take it out and use it to make transactions. During the calls on 30 September and 3 October 2024, Mr D stated, amongst other things:

“I opened an account with you a couple of years ago and then I moved away, I haven’t been available for a couple of years now. I wanted to know what the status is on my credit card basically.”

“What it was is the card went to my house, and then I set everything up, and then I left the card at the house but my son was there. I had to leave on an emergency, so my son was there, and we got the card registered and everything.”

“I mean I’m sure it was used because my son was joint account on there ... you know I gave him permission to use the card.”

“Whether he [son] ran it up or not <laughs> I don’t know. It’s one of those, and if it is obviously I have to make sure it is paid.”

- During the October call, the agent advised Mr D to check ClearScore to find out more information about the Tesco credit card. Based on what Mr D said during a further call with Tesco on 10 December 2024, it appears he followed this advice and discovered more about the card and how it was affecting his credit file.
- After the September and October calls, Mr D’s version of events about how the credit card was taken out changed significantly. Mr D later claimed – including to the investigator – that he did not have a son, the son denied activating the card, Mr D did not take out a credit card, he had never seen a credit card in his life, he did not recall his previous calls to Tesco Bank and he suggested that some unscrupulous people may have taken the card out in his name without his consent.
- I do not accept Mr D’s argument that he was confused during the September and October calls and that this was exacerbated by his personal circumstances. To my mind, Mr D did not exhibit any signs of confusion during the calls and sounded coherent and in control.
- I do not accept Mr D’s argument that he called Tesco in September to discuss

a Tesco Clubcard rather than a credit card. The extracts above support this finding.

- I do not feel it is necessary, as Mr D argues, to request CCTV footage or voice recordings of when the card was activated – regardless of whether such material is available. I am satisfied that the evidence before me is sufficient.

Taking all the above points together, I place weight on the version of events Mr D provided during the September and October telephone calls. It follows that I am satisfied that, on the balance of probabilities, Mr D either took out the credit card himself or provided authority to a third party (whether his son or someone else) to take it out and use it to make transactions. Therefore, it is fair that Mr D is held liable for it.

I find that the compensation Tesco Bank offered Mr D for its delays, providing incorrect information and sending correspondence to a previous address – fairly reflects any distress and/or inconvenience caused.

Conclusion

Taking all the above points together, I do not find that Tesco Bank has done anything wrong. Therefore, I will not be directing Tesco Bank to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 April 2026.

Tony Massiah
Ombudsman