

## **complaint**

Miss P complains about a finance agreement with Clydesdale Financial Services Limited T/A Barclays Partner Finance (BPF) that was fraudulently opened in her name.

## **background**

In August 2019, Miss P found out she was a victim of fraud. Miss P says she received a letter from BPF letting her know of an outstanding amount which was due on a finance agreement that was taken out. Miss P says she never applied for the finance and never received the goods that the finance was taken out for. Miss P says she's concerned how BPF allowed this to happen and doesn't think the correct amount of checks were carried out when the application was made by the fraudster. Miss P is also unhappy that BPF registered her details on the national fraud database without her consent to do this.

Miss P says she reported this incident to the police and that this has caused her a lot of stress, anxiety and health problems. Miss P wants to ensure that information about this finance agreement has been permanently deleted from her credit history. Miss P has asked for BPF to compensate her for the distress this has caused her and the impact it has had on her health.

Miss P says she went into a bank branch to raise her concerns about being a victim of fraud. Miss P is unhappy with the service she received in a bank branch as she says she was discriminated against and that the staff weren't very helpful to her.

BPF originally said they're unable to tell Miss P the information that the fraudster used in order to take out a finance agreement in her name as this information was provided to the supplier of the goods and they approved the finance application in good faith. BPF also say that all information about this agreement was removed from Miss P's credit history and the balance on the account was written off as fraud. Lastly, BPF say that they wouldn't be responsible for the treatment Miss P received in a branch and that Miss P's details are no longer registered with the national fraud database.

Our investigator looked into Miss P's concerns. In summary, she said she didn't think BPF did anything wrong in the way they put things right for Miss P when they realised she had been a victim of fraud. Our investigator also said whilst she was unable to provide the specific information the fraudster used in the application, she was satisfied BPF had enough information to think the application was genuine. So she didn't recommend for BPF to do anything more.

Miss P disagreed and said she wanted everything looked at again. Miss P reiterated that BPF allowed a fraudster to apply for a finance agreement using her details, that the staff in the bank branch were rude to her and that BPF registered her details with the national fraud database without her consent. Miss P also explained the impact on her health this has caused her.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. For ease, I've addressed Miss P's concerns under separate headings:

### *Fraudulent application*

I've firstly considered whether BPF should have done anything differently at the point of the application being made – and if not, whether they've then fairly corrected the problem once they became aware.

I can appreciate how distressing being the victim of fraud would've been for Miss P and I can understand her wish to have all traces of the fraudulent account deleted from her credit file. We asked BPF for information on their approval process when an application for finance is made. In this case, BPF have given us information to show what details the fraudster used in the application. And I can see that several pieces of Miss P's genuine information, such as her name and address, were used in the finance application. The information asked for isn't uncommon in finance applications.

BPF have told me this application was automatically approved based on the information supplied and the outcome of the credit check. Given the information BPF were provided by the fraudster, I can't reasonably say BPF acted unfairly in allowing the application to be approved.

But as I've said above, I also need to consider whether BPF have acted fairly once they were told about the fraud.

When Miss P first notified BPF that the account had been fraudulently set up, they then sent her a fraud pack to complete and send back. Once Miss P was able to complete the pack and send it back, BPF acted quickly – they concluded the account had been set up fraudulently within a day of receiving information from Miss P.

Once BPF concluded the finance was taken out fraudulently, they took steps to remove any information about this agreement from Miss P's credit history. Miss P has provided a copy of her credit report and I'm satisfied that there is no longer a trace of this agreement on there.

Miss P wrote to BPF in September 2019 to let them know she was concerned as she'd received a default letter. BPF acknowledged they didn't respond to Miss P and have offered their sincere apologies to her. I don't think BPF need to do anything more and overall, I think they acted fairly when dealing with Miss P's complaint about the fraudulent account.

I don't think it's BPF's fault that the fraudster was able to obtain Miss P's personal details and it's not clear how the fraudster was able to do this. Ultimately, I think BPF acted quite quickly to put things right for Miss P. Having thought about everything, I'm persuaded that the main source of the issue is with the fraudster and not BPF.

Ultimately BPF have also been defrauded and are at a loss here – based on the evidence, BPF wouldn't have known it wasn't Miss P who applied for the finance until they were told and BPF have also had to write off the outstanding amount on the agreement. Having considered everything, I'm satisfied BPF put things right in a way I'd expect them to.

### *Miss P's details being recorded on the national fraud database*

Miss P said BPF registered her details with the national fraud database without her consent and that she wasn't aware this had been done.

In the letter of 9 August 2018, BPF responded to Miss P's complaint and set out what information they needed from her as part of their fraud investigation. I can see they also let Miss P know that in addition to deleting any information about the agreement from her credit file, her details will be registered with the national fraud database and they explained what this was. I don't think it was unreasonable for BPF to register Miss P's details on the database to protect her from being a victim of fraud again and I'm satisfied BPF let Miss P know they were going to do this.

I note BPF have said that protective registration entries to the national fraud database only stay in place for 13 months. As BPF first registered Miss P's details in August 2018, Miss P's details are no longer on the database.

Miss P sent us a copy of credit report from September 2019. On this, I can see there is an entry to show Miss P's details are on the national fraud database. Miss P also sent us a copy of her credit report from November 2019 and I can't see an entry for this. So I'm satisfied Miss P's details are no longer registered with the national fraud database. And I don't think BPF need to take further action.

#### *The service Miss P received when she was in branch*

Miss P said when she went into a branch she was discriminated against because a staff member, who had previously helped her, refused to help her again. As this third party is a separate business to BPF, unfortunately, I won't be able to look into Miss P's complaint against them. If Miss P wishes to make a complaint about this, she will need to contact that business to do this.

#### **my final decision**

For the reasons set out above, I think Clydesdale Financial Services Limited T/A Barclays Partner Finance (BPF) have fairly resolved Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 5 July 2020.

Leanne McEvoy  
**ombudsman**