

complaint

Mr L complains that Barclays Bank Plc ("Barclaycard") caused a job offer that had been made to him to be withdrawn as a result of incorrect, adverse information it recorded on his credit file. He is seeking compensation for having lost the employment opportunity.

background

Barclaycard sent a credit card to one of Mr L's old addresses. This was then used fraudulently, resulting in the adverse credit information being recorded. Mr L began to receive correspondence advising him of an outstanding balance and this continued for some time before Barclaycard accepted that Mr L had been the victim of fraud, removed the outstanding debt from his name and removed recorded adverse credit information. Unfortunately, an error meant that an outstanding small balance remained on the account with the collections department and further adverse data was recorded on the credit file.

While this situation was unfolding Mr L applied for a job with a bank as a financial advisor. Mr L says that having been offered a job, this was then withdrawn because of the default recorded on the credit file by Barclaycard. He considered he had lost potential earnings in respect of the withdrawn job offer and also from not being able to secure a similar job elsewhere. He has also suffered embarrassment on returning to his original employer and says his career opportunities were affected.

Barclaycard arranged for the small balance to be written off, and for adverse data recorded on the credit file to be removed. It also accepted its errors had caused Mr L distress and inconvenience, offering its apologies and compensation of £1,000, which included a payment for some costs incurred by Mr L.

This complaint was considered by two adjudicators here. Initially, as information about Mr L's job offer had not been received and confirmation that the offer was later withdrawn as a direct result of adverse data recorded by Barclaycard was not available, the adjudicator considered he could not recommend compensation be paid for Mr L's claim of lost earnings. But taking into account all aspects of the complaint and the evidence available to the adjudicator, he considered that compensation of £1,000 was appropriate.

Mr L sought and submitted further evidence over a lengthy period. Ultimately, a second adjudicator considered Mr L's complaint. Mr L had submitted a letter dated January 2012 from a manager at his potential employer. This said that in July 2008 Mr L was "...*offered a role as a financial planning manager...the remuneration offered at the time was for a value account of £29,950 per annum, which included a basic salary of £21,000 per annum...*"

"...Unfortunately, [Mr L was] not able to start [his] role with us as during our referencing process some adverse data was discovered on [Mr L's] credit reports which at the time, we could not overcome..."

The letter did not confirm however that the adverse data was that recorded by Barclaycard. A second adjudicator considered the contents of that letter as well as credit reference information subsequently provided by Mr L. The credit reference information provided, dated August and September 2008, did not show adverse information recorded by Barclaycard and Barclaycard had said that any information from it would have been recorded some time later. However, the credit reference information did show a default registered by another credit provider. The second adjudicator therefore considered that any adverse information affecting

Mr L's job offer was not likely to be that recorded by Barclaycard and she agreed that payment of £1,000 compensation was appropriate settlement of this complaint.

Mr L has asked that his complaint be reviewed by an ombudsman.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr L has said that the other default that had been identified was for non-payment of £454 and given its value, this would not have affected his potential employer's recruitment decision. He is adamant therefore that the only other adverse information – any recorded by Barclaycard, and he says that would have been recorded on a credit database other than those that Mr L submitted copy searches for – was the cause of him losing his job offer.

Mr L says that he would not have submitted such blatant evidence, in the form of the credit file information and unhelpful to his arguments, if he accepted the relevance of the other adverse entry on the credit file. And the manager's letter confirming the withdrawal of the offer would have made reference to the other adverse information if the information was available to Mr L by way of him obtaining his credit file himself.

Having taken account of all the evidence available to me, I have come to the same conclusions as the adjudicator did and for much the same reasons. I am not persuaded that a representative of Mr L's potential employer would have gone further in his letter in describing what adverse information affected the job offer. And, on the evidence available to me, I am also not persuaded that the value of the default registered with the credit provider, other than Barclaycard, was such that it would have not influenced the potential employer in whether to make its job offer or not. Indeed, it seems to me that at the time that the potential employer was likely to have been making credit reference agency checks, Barclaycard's adverse information was likely not to be there and that of the other credit provider was.

And finally, insofar as Mr L is seeking payment of compensation for lost earnings from his potential employer, it remains that I would not, in any event, be able to make any safe conclusion about what earnings Mr L would have received or for how long from either the potential employer which withdrew its offer or any other employer.

The bank has made an offer of £1,000 compensation for the errors it made in the issue of the credit card and the related incorrect registration of adverse information on Mr L's credit file. And I consider that to be adequate compensation for the matters complained of, including the contact that the bank had with Mr L to recover a debt that turned out not to be owed by Mr L.

my final decision

My final decision is that I require Barclays Bank Plc to pay to Mr L £1,000 in full and final settlement of this complaint.

Ray Neighbour
ombudsman