

complaint

Mr B is unhappy with Barclays Bank Plc as it applied a CIFAS marker against him. Mr B says it was applied incorrectly.

background

In 2014 Mr B applied for a credit card with Barclays but his application was declined. Mr B assumed this was because he was 18 and hadn't built up a good credit score. He reapplied in 2015 and provided similar information but that time he was successful.

Mr B said in January 2017, after a job offer fell through, he asked CIFAS for a subject access request. He discovered that Barclays had recorded a CIFAS marker against him when he applied for his first credit card in 2014. He also established a default had been recorded against him by a mobile phone provider because a third party had fraudulently used his personal details to get a mobile phone contract. Mr B says he contacted Barclays to discuss the issues straight away and it said it would resolve the issue within six weeks.

On 16 March 2017 he was offered another job within the banking sector. But in early May he declined the offer as the CIFAS marker still hadn't been removed. Mr B says on 30 March 2017 he sent Barclays evidence of the fraudulent contract which had resulted in a default being applied to his account. He is unhappy with how long it took Barclays to remove the CIFAS marker which has affected his ability to obtain employment in the banking sector. Mr B is also unhappy with how often he had to contact Barclays about the issue. And the marker wasn't removed until August 2017.

Barclays said when Mr B applied for a credit card in 2014 it asked him to provide his address history for the last three years. It says Mr B said he'd lived at one address for three years. But its searches found that a default had been recorded against him at a different address within the three year period. So Mr B's application was declined. And because of this a CIFAS marker was applied. But in 2015 his credit card application was approved despite him providing similar information. This is because his previous address wasn't showing in the searches due to the time that had passed.

With that in mind Barclays doesn't feel it recorded the CIFAS marker incorrectly as Mr B had lived at the alternative address within the last three years when he made the application in 2014 and it was unaware that the default had been applied incorrectly. But it said it would remove the marker if Mr B could provide evidence to show the default had been removed. It offered Mr B £225 for the delay it had caused in responding to his complaint and suspended interest on his account for three months.

Mr B remained unhappy. He says he'd already provided evidence to Barclays that the default had been removed. He also said that he was suffering with his health at the time which meant he could only apply for jobs in a certain proximity to where he lived. So having two job offers retracted had a big impact on him. Because of this he brought his complaint to us.

An investigator at our service looked into Mr B's complaint. She said based on the information Barclays had at the time Mr B applied for a credit card in 2014, the CIFAS marker was applied correctly. And Barclays wasn't obliged to tell Mr B that his credit card application had been declined based on that reason. But she did feel that Barclays had caused unnecessary delays in removing the marker. She didn't think the offer of £225 was

fair and reasonable because Mr B had to contact Barclays on several occasions. And she felt this would have had a greater impact on Mr B due to the health problems he was experiencing at the time. So she recommended that Barclays pay £600 for the trouble and upset it caused.

Barclays agreed to this but Mr B remained unhappy. He felt that Barclays should compensate him for the loss of earnings. So the complaint was passed to me to consider.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

So the issues I need to decide are:

- did Barclays register the CIFAS marker correctly
- should it have been removed sooner
- how this has affected Mr B

did Barclays register the CIFAS marker correctly?

I've seen the information Mr B submitted when he applied for his credit card application in 2014. He listed an address on the application and said he had lived at that address for three years. But when Barclays conducted further searches, it showed that a default had been recorded against at a different address within three years. This would've raised concerns for Barclays as it appeared Mr B had failed to disclose an address that was linked to adverse credit data. So Barclays registered a CIFAS marker against Mr B. Based on the information Barclays had at the time, I can't say it acted incorrectly or it was unreasonable of it to have registered a CIFAS marker against Mr B.

should the CIFAS marker have been removed sooner?

Mr B found out that the CIFAS marker had been registered in January 2017 when a job offer had fallen through and he had made a subject access request to CIFAS. After further investigation he found out that a default had been registered due to fraudulent activity. Mr B complained to Barclays in early March. Barclays asked Mr B to send evidence from the third party to prove the default had been removed and then it would remove the CIFAS marker. Barclays said it may take up to six weeks.

Mr B says he sent the information to Barclays on 30 March 2017 but the CIFAS marker wasn't removed until August. Once Barclays had received the information it had requested from Mr B (in order to investigate the CIFAS marker) I would've expected the marker to have been removed as soon as possible and at least within the six week period it had originally advised. Barclays didn't do this and I don't think this was fair. I think it's reasonably foreseeable that this could've had a detrimental effect on Mr B. The marker wasn't removed until August 2017.

how has this affected Mr B?

Mr B wants Barclays to compensate him for the loss of earnings as he had two job offers retracted due to the CIFAS marker being registered against him. But the first job offer was retracted in January 2017; this was when Mr B first found out about the CIFAS marker and

the default that had been registered on his credit file. As previously explained, based on the information Barclays had at the time I think the marker was registered correctly. So I don't think it would be fair to ask Barclays to pay compensation for the first job offer being retracted.

In March 2017 Mr B says he received another job offer with an annual salary of £18,500. At this time Barclays was aware of Mr B's situation and had asked him to provide evidence of the fraudulent contract in early March. It also told Mr B that it may take six weeks for it to be investigated. Mr B didn't provide the information Barclays had requested until 30 March 2017. So I would've expected Barclays to have removed the marker by 11 May at the latest. Mr B declined the job offer on 4 May 2017 as Mr B was reluctant to continue with the application as the CIFAS marker hadn't been removed. This was seven days before the six weeks would've elapsed. So because the offer was retracted before the six weeks had elapsed, I don't think it would be reasonable to hold Barclays responsible for this.

Mr B has provided limited evidence in relation to the second role he says he was offered. I have no evidence to suggest that Mr B was given an immediate start date. So I'm not satisfied there is enough evidence to say that Barclays should cover Mr B's loss of earnings.

I've also considered that Mr B said he had to take a temporary role. And I've seen the evidence of this. He was offered the role on 19 April 2017 and an annual salary of £20,000. Again, I accept that this wasn't the role Mr B wanted, but I don't think he has suffered financially.

I have considered the trouble and upset that Mr B has experienced. He had to contact Barclays on several occasions and given his health conditions at the time I think this would have had a big impact on Mr B. So because of this I think the recommendation made by our investigator, that Barclays should pay £600 is fair and reasonable.

my final decision

I uphold the complaint. Barclays Bank Plc should pay Mr B £600 for the trouble and upset it has caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 February 2018.

Jade Rowe
ombudsman