

complaint

Mr G seeks a substantial increase in compensation offered to him by Barclays Bank PLC. Mr G experienced several years of being pursued by debt collection agencies for debts which were incurred by someone else. That person had the same first and last names, but also had a middle initial which Mr G doesn't have. Mr G believes Barclays was the source of the error, because he received a letter from it with this extra middle initial. Barclays said it assumed it had entered the extra initial, apologised, and offered £350 compensation. Mr G initially sought £3,500. He says the error meant that he had difficult years having to prove his innocence to seven debt companies.

our initial conclusions

The adjudicator's initial view was that there wasn't enough evidence safely to conclude Barclays' mistake was the sole reason for the mis-trace by the debt companies. She said £350 was fair and reasonable. Mr G wasn't happy with that, seeking £1,000 compensation. He provided his credit file. This shows that the only one of all the entries which has the middle initial was Barclays'. The adjudicator asked Barclays to consider an increase to £500 compensation, but it refused, saying the evidence doesn't categorically support the problems being a result of Barclays' actions.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr G and Barclays have provided. Although Barclays no longer has records to show why or when the initial was added, I'm satisfied that it's more likely than not that it was Barclays' error which led to the mis-trace. That's because no other organisation on Mr G's credit file showed the middle initial, which the debt collectors all used.

Although the adding of one wrong initial was a small mistake in itself, our starting point in assessing compensation is the level of distress which actually resulted. In Mr G's case, this was significant, involving having to fend off forceful debt collectors over several years. Using the guide on our website, www.financial-ombudsman.org.uk/publications/technical_notes/distress-and-inconvenience.htm, I find that £500 is appropriate. **My final decision is that I uphold Mr G's complaint and award £500 compensation for distress and inconvenience.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G either to accept or reject my decision before 17 July 2014.

Belinda Knight

ombudsman at the Financial Ombudsman

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Where the evidence is incomplete or inconclusive, as some of it is here, I reach my decision on a balance of probabilities – that is, what I consider is most likely to have happened in the light of the available evidence.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.