

## **complaint**

Mr L is unhappy with the service he has received from Clydesdale Financial Services Limited – trading as Barclays Partner Finance (BPF) – in regard to a finance agreement he had with it for a mobile phone.

## **background**

Mr L entered into a finance agreement with BPF to purchase a mobile phone. When the phone developed a fault Mr L contacted BPF to help him liaise with the retailer to make a claim under Section 75 of Consumer Credit Act 1974. The retailer eventually agreed to cancel the finance agreement and return any payments Mr L had made.

Mr L says he wasn't given all the information needed when he took out the finance – such as a copy of the credit agreement. He says the agreement was mis-sold on this basis. He also says he hadn't received post from BPF, and he had concerns about how it sent its correspondence.

BPF didn't agree it had made any mistakes, but it paid Mr L £125 in total for the trouble and upset that had been caused to him.

Mr L raised a complaint with this Service and one of our investigators looked into the complaint. She didn't think BPF had done anything wrong. Mr L disagreed with this, so the case is now with me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done this, I don't uphold this complaint. I'll explain why.

I'd firstly like to stress that I've carefully read and thought about everything Mr L has said and has sent me in reaching my decision. But for clarity, I'm only considering the complaint against BPF in this decision and in doing so, I focused on what I think are the material parts of his complaint. Mr L's other complaints are being looked at separately.

### ***Was the financial agreement mis-sold by BPF?***

I've noted Mr L's comments about the information he was given and told about when he purchased his phone from the retailer. He's told us that he couldn't sit down and read the finance agreement and wasn't shown a number of documents or given all the information about the sale at the time. But this matter of whether the agreement was mis-sold has been considered in Mr L's complaint against the credit broker.

But it's worth me saying that even if I were to conclude that the agreement was mis-sold, then I'd say that the fair resolution to this would be for the agreement to be cancelled and any record of this removed from Mr L's credit file. And that's already been done here; I don't think it would help to go into any more detail on this point.

### ***Is BPF responsible for Mr L not getting his post?***

Mr L says he has concerns about receiving post from BPF and the method of postal service it is using. Mr L has explained he has previously been a victim of identity theft, so I understand why this is an issue for him. BPF has explained that it uses a different courier service to pass post onto Royal Mail.

I've looked at the correspondence BPF has sent to Mr L. All of it has been labelled with Mr L's address so I'm satisfied BPF has sent the post to the correct place.

I know Mr L is unhappy with how BPF sends its post, but this isn't something I can comment on as it is down to BPF's own commercial judgement to how it decides to send its correspondence. It isn't unknown for large commercial businesses to do similar.

If Mr L hasn't received some of his post, he should speak to Royal Mail about this.

Mr L says BPF should check his credit file to make sure he hasn't been a victim of identity theft. But this isn't something BPF would be able to do – only Mr L will know what information on his credit file is genuine and what isn't. This isn't information BPF - or any other company - would know without Mr L telling them. There are free services which Mr L can use to check his credit reports.

Mr L wants BPF to pay the fee for a fraud prevention agency's protective registration scheme, but as I don't agree that BPF has done anything wrong, I won't be directing it to do this.

***Should BPF compensate Mr L for the time it's taken for the time he's spent trying to resolve this complaint?***

I've thought carefully about what Mr L has told me about his circumstances around the time all of this happened, and I appreciate that the issues he's experienced would have added to what was already a difficult time for him.

BPF has already paid a total of £125 to Mr L for the trouble and upset having to deal with complaint has caused him. I think considering what's happened, this amount is fair to resolve the complaint. So, I don't direct BPF to award any more.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 January 2020.

Claire Marchant-Williams  
**ombudsman**