

complaint

Mr F complains that Clydesdale Financial Services Limited, trading as Barclays Partner Finance, has incorrectly recorded adverse information on his credit file which has reduced the availability of credit to him.

background

Mr F bought a computer in December 2013 which he financed using a fixed sum loan agreement with Barclays Partner Finance. He experienced problems with the computer and, after some months, the supplier accepted that it was not possible to provide a computer which would meet his needs. Mr F thought that his account had been put on hold but Barclays Partner Finance tried to collect the direct debits and recorded adverse information on his credit file. Mr F says that his applications for loans and an increased overdraft limit were declined as a result of that information which caused him to take out an expensive short term loan. He complained to Barclays Partner Finance which removed the adverse information, paid him £500 and £50, wrote off the loan and allowed him to keep the computer but he was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that there was no evidence to show that the financial businesses to which Mr F had applied for credit would have offered him credit had the information incorrectly recorded by Barclays Partner Finance not been on his credit file at the time of his applications. She noted that Barclays had removed the adverse information from Mr F's credit file, had written off the loan and paid him £550 whilst allowing him to keep the computer which she considered to be fair.

Mr F also complained that his address was incorrect in Barclays Partner Finance's records and that it did not help him with his computer problems. The adjudicator said that these were new points and that, before this service can look into them, Barclays Partner Finance is entitled to have an opportunity to investigate and respond.

Mr F has asked for his complaint to be considered by an ombudsman. He says, in summary, that he was left with no alternative but to use "*pay day lenders*" and that Barclays Partner Finance's failure to use his correct address is clear and tangible evidence of its poor conduct. He has submitted a claim to Barclays Partner Finance for £2,189.21 compensation.

my findings

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

Barclays accepts that the arrears on Mr F's account should have been removed and not reported to the credit reference agencies. It has written off Mr F's loan and the arrears, it has removed the adverse information that it had recorded on his credit file, it has paid him £500 as a gesture of goodwill and £50 for the distress and inconvenience that he has been caused and it has allowed him to keep the computer. Mr F says that he was forced to take out what he refers to as "*pay day loans*" because of the adverse information that had been recorded by Barclays Partner Finance on his credit file and he has submitted a claim for £2,189.21 compensation.

Mr F's credit file shows that adverse information has been recorded by lenders other than Barclays Partner Finance. In any event, there are many reasons for which a lender might

refuse to lend to a customer and I am not persuaded that there is enough evidence to show that Mr F had to borrow money from a *"pay day lender"* solely and exclusively as a result of the adverse information that Barclays Partner Finance has recorded on his credit file.

I consider that Barclays Partner Finance's response to Mr F's complaint has been fair and reasonable and I am not persuaded that it would be fair or reasonable for me to require it to pay any further compensation to Mr F.

Mr F has made further complaints about Barclays Partner Finance because it has recorded his address incorrectly and that it did not do enough to help him with the problems that he was experiencing with his computer. Those issues did not form part of his original complaint to this service and have not been properly considered by Barclays Partner Finance. Barclays Partner Finance has said that those issues cannot be considered as part of this complaint. If Mr F wants to make a complaint about those issues, he should first contact Barclays Partner Finance about them and, if he is not satisfied with its response, he would then be entitled to complain to this service about those issues.

my final decision

For these reasons, my decision is that I do not uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F to accept or reject my decision before 1 May 2015

Jarrold Hastings
ombudsman