

## **complaint**

Mr Y complains that Clydesdale Financial Services Limited (trading as Barclays Partner Finance) allowed someone to take out finance in his name. He says Barclays should remove his name from its records, apologise to him and refund his telephone costs

## **background**

Barclays wrote to Mr Y saying that he had taken out a loan to buy goods from an online retailer. Mr Y complained when Barclays wrote to him again to chase his first repayment.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Barclays had investigated within a reasonable amount of time and had paid compensation for Mr Y's telephone calls.

Mr Y disagrees with the adjudicator's opinion. He says Barclays should have carried out more checks. He also says Barclays refused to cancel the registration of a debt until he filled in its form. It sent the police to his house when he said he was going to visit its office, he adds.

## **my findings**

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

As the online retailer allowed someone to open an account in Mr Y's name, I do not conclude that Barclays was at fault in accepting the resulting loan application.

I am satisfied that it was reasonable for Barclays to ask Mr Y to fill in a questionnaire. I find, on balance, that Mr Y became frustrated and impatient. I accept that Barclays was sufficiently concerned to telephone the police.

I am also satisfied that Barclays investigated reasonably promptly. I see from its file that – within a few days of receiving his completed form – Barclays paid Mr Y £50 compensation for his telephone costs. I conclude that this was fair and reasonable.

I also see that, three weeks later, it sent him a letter saying that it had written off the account and cleared his credit file.

Overall, I do not conclude that Barclays treated Mr Y unfairly or unreasonably.

## **my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against Clydesdale Financial Services Limited (trading as Barclays Partner Finance).

Christopher Gilbert  
**ombudsman**