

## **complaint**

Mr C and Mrs J complain that Clydesdale Financial Services Limited (trading as Barclays Partner Finance) will not write off a loan that they say was mis-sold.

## **background**

Mr C and Mrs J say they attended a sales meeting in 2008 to get a free holiday. They say they signed some documents but did not read them as Mr C was under a curfew and they had to leave.

Mr C and Mrs J say they went on the holiday in 2009 but do not recall signing any loan agreements, although they did agree to sell timeshares for the holiday company.

They say that they only realised there was a loan in 2012 when they were pursued for the debt, but that Barclays agreed to write off the debt. They also say they would not have taken the loan out as they could not afford to repay it.

Barclays says that there is no evidence that the timeshare contract was mis-sold and it has no records that the debt was written off. It says that only the first four instalments were paid and the debt was sold on to a third party. It has provided copies of the loan agreement and contract that were signed in June 2009.

Our adjudicator considered that this complaint should not be upheld. He was satisfied that the loan had not been written off but sold on to a third party. He also considered the affordability of the loan and requested further information from Mr C and Mrs J. On the basis of the limited information he received he concluded that there were a number of payments into the account shown on the bank statements which Mr C and Mrs J were unable to explain. He therefore considered he could not safely conclude that the loan repayments were unaffordable.

## **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 a balance of probabilities – that is to say, what I consider is most likely to have happened in the light of the evidence that is available and the wider surrounding circumstances. There are a number of different elements to this complaint and I shall consider each of them in turn:

### *were the timeshare and/or loan mis-sold?*

I have looked carefully at the evidence that has been presented, including what Mr C and Mrs J say happened, and the loan agreement and timeshare contract both of which are signed. Mr C and Mrs J have not said that they did not sign the contracts only that they cannot recall doing so.

On balance, I am not satisfied that the loan agreement or timeshare were mis-sold. I say this because both documents appear to be signed by Mr C and Mrs J, and both set out the terms and condition clearly. And I am not persuaded that they were not signed by Mr C and Mrs J.

*was the loan unaffordable?*

Again I have looked carefully at the limited evidence available. Mr C and Mrs J have not provided any explanation for the payments deposited in their accounts and this means I cannot form a clear view of their financial circumstances. Therefore I am not persuaded that I can conclude that the loan was unaffordable.

*was the loan written off?*

Barclays has no record of agreeing to write off the loan, rather its records show that Mr C and Mrs J made the first four payments and then paid nothing further. It says it made numerous attempts to contact them, before it eventually sold the debt on to a third party. On balance, I do not consider it likely that Barclays agreed to write off the debt.

Overall, I do not consider that there are any grounds on which I could uphold any part of this complaint.

I know Mr C and Mrs are likely to be disappointed by my decision. They are not bound to accept it; if they do not, they will be free to pursue the matter against the bank by other means – including in court – if they wish.

**my final decision**

For the reasons I have given, my final decision is that I do not uphold this complaint.

Garry Hunter  
**ombudsman**