

## **The complaint**

Mr T has complained Clydesdale Financial Services Limited, trading as Barclays Partner Finance, continues to hold him liable for a fixed-sum loan agreement which he didn't take out.

## **What happened**

After realising he'd been a victim of fraud and being targeted by an individual, Mr T noticed a credit agreement with Barclays Partner Finance (BPF) for a mobile handset which he'd never taken out. He asked BPF to cancel this agreement as he'd been a victim of fraud.

BPF believed Mr T was aware of this loan agreement and weren't going to cancel the agreement.

Mr T brought his complaint to the ombudsman service. He provided evidence to show that he'd reported an individual to the police, and this was investigated as harassment. He believed there'd been other credit agreements taken out, including credit cards, and the evidence pointed to this individual having misused Mr T's personal information. Mr T was also convinced that photos had been taken of him without his consent.

Our investigator noted that BPF used a third-party company to verify applicants during the loan application process. A selfie of Mr T was uploaded live and verified during the loan application process. Our investigator didn't think this could have been done without Mr T's knowledge. Overall, he felt that Mr T knew about this loan. He wasn't going to ask BPF to do anything further.

Disappointed with this outcome, Mr T has asked an ombudsman to consider his complaint.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

Existing consumer credit legislation says that a customer can't be held liable for a loan if it was taken out by an unauthorised party. When we consider cases of this nature, we also look at what customers understand about the credit agreement and whether they benefitted from the funds.

Firstly, I can see a credit agreement was taken out on 15 October 2021 for a mobile handset. This agreement is in Mr T's name. It's clear from the evidence BPF has provided that a selfie was uploaded and approved in September when the application was made on 18 September 2021.

From the evidence Mr T shared with us, I'm satisfied this selfie is Mr T. I can also see this was uploaded at the time the selfie was taken – so at the same time as the application was first made. From what I've seen it'd be difficult to say that Mr T wasn't aware this was being done. He's told us that he was either asleep when the photo was taken or the individual who was defrauding him kept asking him to give him photos. But I'm satisfied this selfie was done and uploaded to the company verifying Mr T's identity in support of the application. So I have to wonder why Mr T wasn't aware of the loan application.

Oddly the loan wasn't finalised for a further month. By this time – October 2021 – Mr T has told us he was no longer in touch with this individual. I've seen the notes which show the handset wasn't sent to Mr T's home address but was picked up by the individual Mr T has named as the individual responsible.

However, this doesn't mean on its own that Mr T didn't authorise the loan agreement or was unaware of it. On balance, I find the selfie evidence more convincing.

I can confirm I've considered the pages of evidence and screenshots Mr T provided in support of his complaint. I've noted that other credit providers have accepted that agreements were taken out fraudulently in Mr T's name.

Despite this, I won't be asking BPF to cancel the loan agreement.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr T's complaint against Clydesdale Financial Services Limited, trading as Barclays Partner Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 25 March 2025.

Sandra Quinn  
**Ombudsman**