

## **The complaint**

Mr S is unhappy that The Royal Bank of Scotland Plc (RBS) sold his debt to a collections company even though it told him it wouldn't.

## **What happened**

Mr S had two accounts with RBS which were in debt and it was monitoring the repayments he agreed to make. Mr S complained to RBS because it sold his debt to a collections company even though it promised it wouldn't. RBS didn't have any record of saying it wouldn't sell the debt but says it was entitled to because Mr S didn't make enough repayments. It apologised to Mr S anyway and offered him £50 of gift vouchers as its final response on the matter. Mr S didn't think the offer was enough and tried to contact RBS but it didn't always return his calls.

RBS apologised for not calling back and offered £60 and the cost of his calls. It also sent a second final response letter. Mr S made more calls to RBS which it didn't always return, and it apologised for not doing so, but he felt it should pay him £60 every time it happened. He also wanted RBS to take the debt back to correct what he thought was its mistake in selling it to a debt collection company.

Our investigator felt that RBS acted fairly because:

- it made a commercial decision to sell the debt, which it is allowed to do, so it didn't act unreasonably;
- it offered £50 of gift vouchers to Mr S and apologised for any mistake it made in saying it wouldn't sell the debt, and
- it made an additional offer of £60, to pay call costs, and to apologise for not returning calls. She didn't think it was reasonable to expect the same payment every time it didn't call back.

Mr S disagreed so his complaint was passed to me to decide.

## **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.

I agree with our investigator and my decision is not to uphold Mr S's complaint – I'll explain why.

It may help to start by saying that banks are generally allowed to sell debts in certain circumstances, such as when the account holder isn't making payments to reduce what they owe. That is the situation here, so I am satisfied that RBS was entitled to sell Mr S's debt but, I can look at how it handled this matter.

There isn't a record of RBS promising not to sell the debt and it hasn't made a firm comment to this service on this matter. Mr S says it did make the promise and I have no reason to doubt his recollection. However, RBS has acted as if it did make the promise and it apologised and offered £50 of gift vouchers for any upset caused. In my view it's unlikely that RBS would've made a promise that it would never sell the debt - it's more likely that it would've said it wouldn't sell the debt at that time. So I think the offer is for any misunderstanding or incorrect information it might have given. RBS isn't challenging Mr S's complaint but it is recognising that it might not have handled the matter as well as it could've done. I think the apology and £50 of gift vouchers is enough to resolve this part of the complaint.

After RBS made the offer described above, Mr S continued to contact it about his complaint. On the first occasion that RBS didn't return his call, it offered Mr S £60 and the cost of calls as an apology. He made further calls to RBS which failed to return but, although it apologised, it didn't make any more payment offers. Mr S felt that he should get the same amount each time RBS failed to return his calls. I understand that it must have been frustrating for Mr S and he didn't consider that his complaint had been resolved. But RBS was entitled to want to draw a line under the issues here – and that's why it sent him its final response. It meant that, even though Mr S didn't agree, RBS had given its final word on this matter and he could now approach this service.

So I think it was fair for RSB to decide that it wasn't going to continue to talk to Mr S about this issue. That said it was wrong of RBS not to call him back. I think RBS has done enough to resolve this issue by offering one payment of £60, payment of call costs and apologising for not calling back.

I don't think it's fair to ask RBS to pay Mr S £60 for every call it didn't return though. That's because I don't think the level of inconvenience would've been significant enough to warrant further financial compensation. I say this especially as Mr S knew and understood RBS' position by this point and that he also had the option to use our service.

So overall, it is my decision that RBS doesn't need to do any more about this complaint.

### **My final decision**

For the reasons given above, my final decision is that I do not uphold Mr S's complaint and The Royal Bank of Scotland Plc need not do any more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 April 2020.

Debra Vaughan  
**Ombudsman**