

## **The complaint**

Mr G complains that Clydesdale Financial Services Limited ("CFS"), trading as Barclays Partner Finance, made mistakes when establishing pay plans for him.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

## **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 was very sorry to hear about Mr G's ill health and the stress this matter has caused him. I'm thankful to him for being so open about those issues, but I'm afraid that having reviewed all of the information, I agree with the investigator's opinion. Please let me explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr G acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

## ***The August 2018 payment plan arrangements***

In the phone call Mr G had with CFS in August 2018 whilst Mr G has explained he wanted the payments towards his plan be taken from his Nationwide account, he didn't give CFS those account details. Instead he provided account details for the direct debit payments to be taken from his Nat West account.

CFS have explained that they use the Automated Direct Debit Instruction Service (AUDDIS) to do that. Their account notes show the AUDDIS transactions and demonstrate that a direct debit request was set up from Mr G's Nat West account as requested, that day.

The following day the AUDDIS notes show a direct debit instruction from Mr G's Nationwide account was cancelled. I'm persuaded that was because Mr G had previously changed the direct debit for his usual payments so that they were being taken from Nationwide. I've seen a statement from Mr G's Nationwide account that shows a direct debit for £148.61 was established in August and returned later that month. £148.61 was the full monthly instalment and not the £74.31 new payment arrangement Mr G had now agreed. As Mr G had told CFS to take that new payment from his Nat West account I can't see that CFS made an error.

### ***The 2019 payment plan***

In August 2019 Mr G agreed a payment plan of £1 per month towards the balance of his finance agreement. The call record shows that Mr G did provide the correct account details for the direct debit to be established but it seems CFS didn't set that payment up.

I think this was a mistake by CFS and I also think they should have provided better support and advice than they did when Mr G contacted them to explain the payments weren't being taken. The onus was on CFS to resolve the issue and that didn't require Mr G to contact his bank or write them a letter. The letter CFS sent to Mr G explained that there was a zero balance on the account and that there'd been a policy write off. Whilst I understand that it wasn't CFS's intention to write off the balance on the account I think the letter was misleading and I can understand it would have been very frustrating for Mr G to subsequently discover CFS's real intentions.

The repayments weren't large, and the financial impact has therefore been very minimal, but I think the mistake would have caused significant distress for Mr G. He was clearly anxious about the situation and needed to feel assured that at least some action was in place to manage the debt. I can understand that his anxiousness would have been heightened when he discovered that wasn't the case and that may have impacted on his conditions. I think CFS should therefore pay Mr G some compensation in respect of the distress their actions caused him and having considered the circumstances of this complaint I would agree with the investigator that £800 is sufficient.

### **Putting things right**

CFS should put things right in the way I've set out above and they should also contact Mr G and agree an affordable repayment plan for the outstanding balance.

### **My final decision**

For the reasons I've given above I uphold this complaint and tell Clydesdale Financial Services Limited to:

- Pay Mr G £800 to compensate him for the distress and inconvenience caused.
- Agree an affordable repayment plan with Mr G for the balance on the account.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 September 2022.

Phillip McMahon  
**Ombudsman**