

complaint

Ms C complains about how Bank of Scotland plc handled her request for information and how it dealt with her complaint.

background

Ms C received letters from debt collection agents asking her to pay an outstanding loan debt. She complained to the recovery agent and asked it to send her several items of information relating to the loan.

Bank of Scotland wrote back to Ms C as it was dealing with the complaint, saying it needed more time to respond and explained she could refer her complaint to our service. So Ms C asked us to look at the matter. To put things right, she asked us to instruct Bank of Scotland to absolve her of the debt and to apologise for what had happened. Ms C also mentioned as an alternative that Bank of Scotland should send her all the information she'd requested, reduce her outstanding debt by 90% and accept a token offer of £1 each month from her.

One of our investigators looked at Ms C's complaint. She felt that it wasn't our role to decide whether Bank of Scotland had breached any of the legislation referred to by Ms C. She also felt that Bank of Scotland's offer to pay Ms C £75 for not sending her requested documentation and for not responding to her complaint in time was fair.

Ms C didn't agree so her complaint was passed to me for a final decision.

my findings

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

I should start by explaining Bank of Scotland's part in this complaint. I understand Ms C took out a loan with a separate company and Bank of Scotland administers this on their behalf. So Bank of Scotland does have a duty to administer the account fairly, which would include responding to Ms C's requests for information and complaint.

However, it's also right that I explain our role. We are not a court of law. So we will not look at cases in the same way that a court does. We are an informal dispute resolution service that looks at complaints fairly, efficiently and without undue delay.

Ms C has made a number of detailed and quite lengthy comments to support her complaint, which includes references to case law and a number of different pieces of legislation. I thank Ms C for the time she's spent on compiling her submissions. However, and I don't wish to be discourteous, my remit in deciding Ms C's case is to reach a fair and reasonable decision. I will take the law into account; but ultimately I will focus on what I think is the crux of the complaint and what I think is a right and fair outcome. I will not be considering whether Bank of Scotland has breached all of the various bits of law and legislation Ms C has mentioned.

Ms C feels Bank of Scotland should arrange to write off the outstanding debt or reduce this significantly and accept token payments. I can see that Ms C's circumstances have changed which has meant she's not been able to reduce this debt to any great degree. And Ms C mentions this situation is not likely to change. I have considerable sympathy for Ms C as this must be a difficult situation to be in.

However, I don't think Ms C disputes that she took out the loan. I've seen a copy of the original credit agreement which confirms she did take out this loan. So, while Ms C may feel Bank of Scotland hasn't complied with relevant law or legislation, the debt is hers to pay and is still outstanding. I think it's reasonable for Bank of Scotland to ask for payment of this and I don't think the way it's done this, which includes asking debt collection agents to collect the debt, has been unreasonable. I also haven't seen any evidence that the amount being claimed is incorrect.

As I've mentioned, we don't act in the same way that a court does. Ultimately, this is a debt that's owed and it wouldn't be fair or reasonable for me to instruct Bank of Scotland to arrange to write this off or to arrange to reduce this by 90% as Ms C asks. I would though remind Bank of Scotland to treat Ms C positively and sympathetically in collecting the debt.

I note Ms C has questioned whether Bank of Scotland sent her a true copy of her statements. Even if it hasn't done this, the obligation for non-compliance would be to deem the debt unenforceable. However, that is for a court to decide.

For the reasons I've mentioned, I won't be upholding Ms C's complaint. I realise Ms C will be disappointed by this. However, she isn't legally bound to accept my decision. As such, she may wish to test her submissions in court.

I do need to just clarify something the investigator said in her view. She mentioned Bank of Scotland had made an offer of £75. However, although this was sent by Bank of Scotland, this was actually made on behalf of the business who Ms C took the loan out with. Bank of Scotland administers the loan and the complaint for this business. Having said all that, I think its decision to offer for £75 for what had happened was reasonable.

my final decision

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 11 December 2017.

Dan Picken
ombudsman