

complaint

Mrs T complains that Clydesdale Bank Plc suggested she use her personal savings to pay off her ex- husband's debts.

background

Mrs T's ex- husband had a number of gambling related debts. Mrs T says she agreed under duress and pressure to speak to Clydesdale about options to repay the debt. But Clydesdale didn't tell her the debt was in her ex- husband's sole name and that she wasn't liable for it. She says Clydesdale suggested to her that she use her savings bond to cover the debt and that it shouldn't have done so. She also says Clydesdale didn't offer her any debt advice or offer different options.

Mrs T would like compensation for what's happened and her savings refunded.

Clydesdale doesn't accept making a mistake and says Mrs T called it on behalf of her then husband to discuss options for his debt. It says it had a number of conversations with Mrs T about the debt options and that she agreed to use the bond to repay the debt. And that Mrs T thanked its staff for the help they had given her. Clydesdale says it was unaware of problems in the relationship at the time and that Mrs T could have spoken to it in its branch if any pressure was put on her.

Mrs T brought her complaint to us but our adjudicator didn't uphold it. The adjudicator thought Clydesdale advisors during the relevant call had raised the issue of the use of the bond money but Mrs T had agreed to it and told it to "do it and clear the balance". The adjudicator thought Clydesdale gave a number of options to Mrs T including a debt management plan and a loan but she was concerned about those options. And that Mrs T was clear in wanting to use the bond money and indicated that on a number of occasions.

Mrs T doesn't accept that view and says in summary that she has paid a debt that she wasn't liable for and should have been told there was another options that her then husband should pay the debt. She says she was made to feel liable for this debt and that she attempted to stall Clydesdale's use of the bond by suggesting it couldn't be used as it hadn't expired. Mrs T says she was under duress on the calls and that Clydesdale saw an opportunity to claw back its money in a cynical manner.

my findings

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 come to the same overall view as the adjudicator for similar reasons. I realise that Mrs T will be disappointed by my decision and I appreciate how strongly she feels about what's happened.

I appreciate Mrs T says she was placed under duress by her ex-partner but I don't think Clydesdale could have known about that unless Mrs T told it about that. I have listened to all of the calls between the parties and I'm satisfied that I don't think Clydesdale could have reasonably concluded that Mrs T was under pressure to speak to it or to agree to something she didn't want to do. And I'm also satisfied that Mrs T thanked the Clydesdale staff after each call. If Mrs T was placed under pressure as she says then I think she could have told Clydesdale about that on a different occasion.

Having listened to the calls between the parties I think on balance Mrs T was trying to help her ex-husband and trying to find a solution to the debt. I appreciate Mrs T says she should

have been told the debt was her ex-husband and that one option was for him alone to sort out. But I think it's clear that is not what Mrs T wanted at the time as I think during the calls she and her then husband are discussing a number of different options with Clydesdale and I think Clydesdale was acting fairly in trying to find a solution.

The key call concerns the discussion about the option of using the bond. I'm satisfied that Mrs T is clear in her instructions to Clydesdale telling it "if the bank allows it ... do it and clear the balance". And I think Clydesdale told her that the decision was Mrs T's and that she could leave the money. But again Mrs T repeats her instructions. So I don't think Mrs T tried to stall. But was clear in what she appeared to want to happen and that Clydesdale didn't put any pressure on her to agree to the use of her bond. I also don't think there was any evidence of Clydesdale seeing a cynical opportunity to claw back its money as Mrs T suggests. And I have also explained that I think Mrs T thanked its staff on a number of occasions for the help it gave her. I don't think it likely she would have acted in such a way if she was being forced against her will to surrender her savings bond.

Overall I'm satisfied Clydesdale was trying to help Mrs T and provide her with options to clear her then husband's debt. I don't think Clydesdale acted unfairly or made a mistake here. And that it couldn't have known about any problems within the marriage and fairly concluded from the calls that Mrs T was trying to help her husband and the family finances.

I accept that Mrs T will remain unhappy with my decision but I'm satisfied that brings an end to what we, in trying to sort out this complaint informally, can do. I can see that Mrs T is in any event considering alternative action.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 9 January 2020.

David Singh
ombudsman