

complaint

Mr F complains that Clydesdale Bank Plc (trading as Yorkshire Bank) unfairly assigned his debt to a third party.

background

Mr F says as he was in the process of complaining about the charges, Yorkshire Bank shouldn't have assigned his debt.

When he complained, Yorkshire Bank told Mr F it had no record of any complaint from him at the time when it assigned his debt.

Mr F was unhappy with this response and asked this service to look into his complaint.

Our adjudicator didn't uphold the complaint on the basis that Yorkshire Bank was entitled to assign the debt under its terms and conditions.

Mr F disagrees, and wants the bank to refund all his charges.

So the complaint has been referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I am just dealing here with Mr F's complaint about the bank assigning his debt – his complaints about bank charges have been dealt with elsewhere.

Mr F says he had written to Yorkshire Bank complaining about bank charges and, when the bank sent his debt to a third party debt collection agency, matters hadn't yet been resolved. So the bank hadn't acted fairly because his dispute about bank charges was ongoing.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have no reason to doubt that Mr F is certain of his facts, but I must look at all the evidence before I decide whether he is correct. I can't uphold Mr F's complaint just on the basis of what he says.

Although Mr F has produced copies of letters he says were sent to Yorkshire Bank, the bank has said it has no record of receiving them. Mr F is unable to produce copies of any correspondence sent in response to the letters he sent the bank.

Yorkshire Bank said it couldn't trace any record of a complaint from Mr F around the time it passed his debt on.

Based on this information, on balance, I can't fairly say that the bank acted unfairly in these circumstances.

I agree with our adjudicator. It appears that Yorkshire Bank gave Mr F due notice of its intention to assign the debt and was acting within its terms and conditions when it took this action. So I don't find that it made any error.

I can't fairly require the bank to take any further action in these circumstances.

my final decision

For these reasons, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F to accept or reject my decision before 14 April 2015.

Susan Webb
ombudsman