

complaint

Mr D complains about Clydesdale Bank Plc. He thinks Clydesdale should pay him more compensation than it has offered.

background

Mr D has a number of complaints about the service he received from Clydesdale. He says the bank exceeded its deadlines in updating him about his complaint and that he wasn't advised that asking for a follow-up letter would delay receipt of compensation. He also says the bank didn't make clear which of its letters was the final response and that his complaint wasn't escalated when he asked it to be.

Our adjudicator agreed that Clydesdale had made some small errors in dealing with Mr D's complaint but she thought the compensation of £100 already offered was fair and reasonable. Mr D thinks this isn't enough, so the complaint has been passed to me for final decision.

my findings

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have reached the same conclusions as our adjudicator and for the same reasons.

Our adjudicator has set out her reasoning in detailed correspondence with Mr D and I do not intend to repeat it here. But in summary, I think the compensation offered by Clydesdale is a fair and reasonable way to settle the complaint – I have set out my reasons below.

I agree with our adjudicator that Clydesdale exceeded its deadline when updating him about his complaint. Mr D also says he wasn't advised that asking for a follow-up letter would delay receipt of compensation. He says the delay in paying compensation meant that he couldn't use the money to buy cheaper goods while he was abroad and so Clydesdale should compensate him for this. After listening to the calls between Mr D and Clydesdale, our adjudicator was satisfied that Clydesdale did not tell Mr D the compensation would be paid immediately. I agree so I don't think there are grounds for directing Clydesdale to increase the compensation it has already offered Mr D.

As regards confusion about the final response letter, I can see that Clydesdale sent Mr D numerous letters throughout the complaints process. The letters dated 21 September 2015 and 3 November 2015 told him about his referral rights to this service. These letters are final responses and I can see that they may have caused Mr D confusion about when he could refer his complaint to our service. But he brought his complaint within the timescales provided for by either of the final response letters, so I don't think he has suffered any detriment as a result of this. It follows that I won't be asking Clydesdale to pay any additional compensation in relation to this.

Mr D has also said that he received a letter from Clydesdale dated 10 December 2015 and that this was outside of the timescales the bank promised. The bank has explained that a final response letter had already been issued by this time and the letter of 10 December 2015 was simply to confirm that the bank's position hadn't changed since its letter of 3 November 2015. I won't be asking Clydesdale to pay any further compensation for this.

Additionally, Mr D says his complaint wasn't escalated when he asked it to be. Clydesdale says it has no evidence of this but in any case, Mr D's was escalated to a more senior member of staff. The branch manager explained to Mr D that Clydesdale was keen to resolve his complaint without the involvement of this service. When our adjudicator looked at how Clydesdale dealt with Mr D's complaint, she thought the bank had shown a willingness to resolve the matter – it had reconsidered Mr D's complaint and issued a further final response when he said he remained unhappy with the outcome.

I understand that Clydesdale has now written to Mr D explaining that it will be closing his account. Mr D says this appears to be punishment for bringing his complaint to our service. Clydesdale has explained that it feels the relationship between itself and Mr D has broken down. In any event, the terms and conditions for the account permit the bank to close an account at any time, as long as it gives notice.

summary

I am satisfied that although Clydesdale made some errors in dealing with Mr D's complaint, the compensation it has offered is a fair and reasonable way to settle this complaint. It follows that I will not be directing Clydesdale to pay any more.

my final decision

My final decision is that Clydesdale Bank Plc should pay Mr D £100 (less any amount already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 April 2016.

Jagdeep Tiwana
ombudsman