

## **complaint**

Mr A complains that Clydesdale Bank Plc sold his debt to a third party company without telling him and is concerned that may affect his credit file. He also complains about how he was dealt with when he tried to speak to Clydesdale about this.

## **background**

Mr A's loan account has been in arrears since 2013 with an agreed repayment plan in place. He says he contacted Clydesdale in September 2017 and asked it to amend the repayment amount to £100 a month which Clydesdale agreed to do. Mr A says he contacted Clydesdale again on 6 October 2017 to find out why the payment hadn't been taken. He says he was told his debt had been sold to another company and assumes that will affect his credit file. Mr A says he should've told what was happening and was hoping to clear the debt in full. He also says he tried to speak to Clydesdale about what happened but without success.

Clydesdale accepts it shouldn't have agreed to a change to Mr A's repayment agreement without referring him to its specialist team. It says its staff member wouldn't have been aware of the pending debt sale when Mr A called it in September. Clydesdale has also apologised for transferring Mr A's call from October 2017 to a number of its different departments. It says the debt sale would not impact on Mr A's credit file and has paid £50 compensation for what's happened.

Mr A brought his complaint to us but our adjudicator thought Clydesdale had dealt with it fairly. She thought the terms and conditions of Mr A's account allowed it to sell the debt and also thought the Clydesdale staff member may not have been aware of the pending sale during the September call. The adjudicator didn't think any of this would've affected Mr A's credit file and the compensation fairly reflected what took place.

Mr A doesn't accept that view. He says he wasn't dealt with appropriately and Clydesdale couldn't discuss his complaint with him. Mr A says the compensation amount is offensive and would like the debt to be cleared.

## **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 largely the same reasons. I realise Mr A will be disappointed by my decision.

I've looked through the terms and conditions of Mr A's account and I'm satisfied that Clydesdale is entitled to make a commercial decision and sell the debt. So I don't think it's made a mistake by doing so and I don't think there will be any impact on Mr A's credit file.

I appreciate that Mr A would prefer to deal with Clydesdale but I hope that he can reach an agreement with the new company to repay the debt. I accept that Clydesdale should have been far clearer in dealing with Mr A's calls and should have referred him to its specialist team when he called in September 2017. I also think that it shouldn't have agreed to amend the repayment plan. But I also agree with that adjudicator, that it's unlikely the staff member was aware of the pending sale of Mr A's account.

I also accept Mr A had problems in trying to speak to Clydesdale about what had happened when he called it again in October. But overall I'm satisfied Clydesdale has apologised and

paid what I think is a fair and reasonable amount of compensation of £50. I don't think what happened had a significant effect on Mr A as he still owed the debt- just to a different company.

I'm satisfied Clydesdale has dealt fairly with this complaint so in those circumstances I can't fairly order it to do anything further.

**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 Mr A to accept or reject my decision before 12 July 2018.

David Singh  
**ombudsman**