

The complaint

Mr A makes a number of complaints about Clydesdale Bank Plc.

What happened

Mr A makes a number of complaints about Clydesdale which can be summarised as follows. He says Clydesdale has refused to speak to him, blocked his telephone number and gave him incorrect advice about what he believed was a balance transfer. He also says Clydesdale took too long to respond to his complaint and says he has received a poor service from it. Mr A would like compensation as well as fees refunded and says a direct debit payment wasn't taken.

Clydesdale says it made a decision to communicate with Mr A in writing or e-mail due to the way in which he spoke to its staff. It says it didn't agree a balance transfer with Mr A but agreed a cash advance which attracted a fee in line with account terms and conditions. Clydesdale accepts it took too long to respond to Mr A's complaint and has offered £50 compensation.

Mr A brought his complaint to us, and our investigator explained which areas of his complaints we could deal with. The investigator didn't think there any evidence a balance transfer had been agreed and thought a cash advance fee was correctly charged. The investigator thought Clydesdale was entitled to make a decision not to speak to Mr A following a call between the parties. And that Mr A cancelled the direct debit.

Mr A doesn't accept that view and says there is a missing call in which the balance transfer not a cash advance was offered.

What I've decided – and why

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 have come to the overall view that I don't uphold this complaint.

I have listened to the telephone call between the parties on 3 December 2021 and am satisfied Mr A instructed Clydesdale to cancel his direct debit going forward. I'm also satisfied it was made clear by Clydesdale that was not just for the month of December and needed re-instating if needed. I find Clydesdale did what Mr A asked and that it didn't make a mistake about that part of the complaint. I can't fairly hold Clydesdale responsible for missed payments or charges made in those circumstances which would have been applied in line with agreed account terms and conditions.

I have also listened to the telephone call in November 2021 between the parties and am satisfied Clydesdale was entitled to conclude it no longer wished to speak to Mr A in person due to his conduct on that call. I'm also satisfied Clydesdale fairly agreed that any future correspondence could be via e-mail or letter and that it was entitled to block Mr A's calls. I don't think Clydesdale made a mistake or acted unfairly by making that decision and it has a

duty to protect its staff in those circumstances.

The main part of Mr A's complaint is about the balance transfer/cash advance issue. I can see that a cash advance is recorded on Mr A's account statement dated September 2021 with a fee of £7.80.

I have listened to the calls at the time and accept there appears to be a reference to another call during the 15 September 2021 call. But I'm satisfied Mr A was told to call Clydesdale back before he wished to make the cash transfer and that notes would be added to his account. The key call is on 22 September 2021, and I'm satisfied Mr A asked that £260 be transferred from his credit card account to his current account. I'm also satisfied Mr A was clearly told that there was a 3% charge which he said he knew about. Mr A then transferred the money and I have made clear that he was then charged £7.80.

I can't see that Clydesdale has misled Mr A or given him incorrect information. I don't think it matters what may have been discussed before 22 September 2021 as Clydesdale made clear there was a charge to transfer cash. It follows that I can't fairly order it to refund the fee of £7.80 which I think was correctly charged. I don't think it clear what Mr A says he discussed before this key call as it was made clear it was cash advance with a charge which Mr A agreed with. I think it likely any balance transfer would also attract a fee in any event if available.

Clydesdale accepts it took too long to respond to Mr A's complaint and has offered £50 compensation. It is not clear if Mr A has been paid that amount and I make clear I'm satisfied the offer is fair and reasonable. Mr A hasn't told us if he disagrees with the amount of that offer.

I appreciate Mr A raises other matters with Clydesdale which the investigator dealt with in his view. I don't think Mr A has disputed the investigator's findings except for the cash advance/transfer issue. But I make clear I agree with the investigator's view about those other points and am satisfied any charges were made in line with agreed account terms and conditions.

My final decision

My final decision is that I don't uphold the main parts of this complaint and find Clydesdale Bank Plc has made a fair and reasonable compensation offer of £50 which it should now pay Mr A if it has not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 22 August 2023.

David Singh
Ombudsman