

## **The complaint**

Mr C complains that a member of National Westminster Bank Plc ('NatWest') staff promised to remove charges from his debt and write it off, but didn't do this.

## **What happened**

Mr C had an overdraft with NatWest that he took out due to the rates on this account at that time. However, some time later the terms changed and Mr C determined the account was no longer beneficial and was actually costing him money, as he potentially should've transferred the account over to another type of account. He contacted NatWest about the charges he'd had applied to his account and said he wanted his debt written off.

The first evidence I've seen of these concerns is from 2009, with further correspondence in 2013. In 2014, a formal complaint was raised and Mr C was refunded some interest charges that were applied to the account. However at this time he was told he still needed to repay the principle debt. Mr C says that he was discussing this debt with a Relationship Manager at NatWest, 'G', so he didn't make any payments towards the overdrawn balance on the account.

In 2019, Mr C raised a formal complaint about G and how they hadn't resolved his complaint about the debt. He said G had promised he would 'sort out' the debt and have the charges removed and the debt written off. But that G hadn't done this, despite Mr C discussing it with him a number of times between 2014 and 2019. Mr C did also complain that G didn't contact him between 2014 and 2018, which is what led him to take no action on the debt, as he was waiting for G to resolve the issue, as promised. NatWest issued two Final Responses on this issue, one in December 2019 and one in November 2020. Both didn't uphold the principle complaint about G.

Mr C brought his complaint to our service. Our investigator looked into his concerns but said there was no material evidence that G had made the commitment Mr C was saying. And she didn't think Mr C had done enough to mitigate his losses, considering he had received a formal response from NatWest in 2014 and further correspondence in April 2015, saying it wouldn't be refunding the charges or writing off the debt. Mr C disagreed, so the complaint has been passed to me for a final decision.

## **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.

Mr C says that G told him for four years from 2014 that they would sort out this account. But that nothing happened. He says that all the charges and interest from this time should be refunded as G promised him they would be sorted.

As Mr C is aware, in 2018 our service looked into his complaint about the interest and charges on this account – he complained that he was told they'd be written off in 2014 and the account closed, but this didn't happen. We said there was no evidence Mr C was told

this and we relied on a letter NatWest sent him in October 2014, which stated that he was liable for the remaining debt, so the complaint wasn't upheld. I can't review this matter again, so I can now only look at whether G told him – and continued to tell him – that they would 'sort out' his account.

Mr C accepts he's got no evidence showing G promised to resolve his issues with the account. He's been able to provide emails he sent to G from 2013 to 2018 – but he's told us none of these were replied to. In his original complaint to NatWest he said he didn't hear from G between 2014 to 2018. But then he's also said the account was discussed with G over this time, as he spoke to them on a number of occasions due to another banking relationship.

G has provided testimony in response to this complaint. But they don't agree they said any charges or interest should've been refunded or the debt cleared. And NatWest has set out that G wouldn't have had this authority on Mr C's personal accounts. While I accept what Mr C has told us, he hasn't been able to provide any contemporaneous evidence from G that he did make this promise. So I can't safely say this is what happened – especially because it would mean I'd be saying G was acting outside his role and against what his employer had decided for this account.

In cases like this I also have to consider what Mr C did to mitigate his losses. I can see from his initial complaint to us that he first raised concerns about the interest rate on his account in 2009. And following a formal complaint in 2014, NatWest issued him with a Final Response confirming he still owed the outstanding debt. I appreciate G did correspond with Mr C after this letter and at one point he said he would see if anything more could be done – but Mr C has told us G didn't come back to him with any resolution for the matter.

I accept that Mr C may have trusted G at the beginning to resolve this matter for him. But there becomes a point when the matter either needs to be escalated or accepted. It seems, if Mr C's testimony is accepted, that he's been waiting for G to resolve this matter since 2009. And that between 2014 and 2018, he was simply relying on G's word that he was looking into things, with a view to resolve the matter in Mr C's favour. I can't say it was reasonable for Mr C to wait four years to make another complaint about the account – and then a further year to complain about G personally. So I think he could've done more to mitigate the situation he's now in.

Mr C says he wasn't just letting the account grow by the charges and not doing anything about it – as he was waiting on G. But, he had already been formally told why the charges had happened and that he owed the remaining debt by this point. So while he may have hoped or wanted a different outcome, I think he should've been aware this may not happen. And, considering G's lack of responses or progress, he should've dealt with the account sooner.

Mr C has told us that if G had told him nothing more could be done, then he would've paid off the debt – when the balance was less than £2,000. Due to this I've looked at Mr C's correspondence with NatWest about this debt, to see if this supports his view that G replying to him would've made a difference. Mr C's debt went above £2,000 in June 2015, so it seems he's saying he would've cleared the debt before this time.

On 3 March 2015, Mr C emailed a different person at NatWest and told her that *"if the bank is trying to wear me down in the hope that I will give up and pay off the outstanding balance, rest assured that won't happen"*. NatWest says it issued further correspondence to Mr C in April 2015, not changing its stance. And in 2018, Mr C wrote to G – in relation to the debt on this account – and said *"It won't be a problem for me but it will be for the bank"*. So this doesn't suggest to me he did intend to accept NatWest's stance and clear the debt, as he's

now suggesting. And instead that he intended to continue to fight it – after all, before June 2015 NatWest had made its stance on the debt clear twice, despite Mr C's continued disagreement, but he didn't pay off the debt.

While I accept it is possible G and Mr C discussed this account due to their other banking relationship, I haven't seen any persuasive evidence that G committed to removing the charges on this debt and writing it off. And in any event, I can't say it's reasonable for Mr C to have waited as long as he did to escalate matters when, by his own testimony, G then did nothing. I'm aware the Collections department began contacting Mr C during this time and asked for him to get in touch, but he didn't contact them and then instead contacted G again – receiving no response. I can't agree this was the correct action by Mr C – especially as his other relationship with G had come to an end by this time and so G no longer dealt with him as a customer.

I appreciate this outcome will be disappointing for Mr C, as I understand he feels very strongly about this complaint and the promises he says G made to him. But I can't safely say this is what happened – or that he's taken reasonable actions to mitigate his losses when G didn't take the further actions Mr C says he was expecting.

### **My final decision**

For the reasons set out above, I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 February 2021.

Amy Osborne  
**Ombudsman**