

The complaint

Mr R's complaint is about National Westminster Bank Plc.

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my 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 R has made a number of points and arguments in response to our investigator's opinion. I want to reassure him that I've considered all of them. But I won't be addressing each and every point. Instead I'll be focussing on the crux of the complaint. This simply reflects the informal nature of our service.

Having considered all of the evidence and arguments, I agree with the conclusions reached by the investigator for these reasons:

- Mr R's complaint is about whether his debt is statute-barred. As our investigator has explained it isn't the role of the Financial Ombudsman Service to decide if a debt is enforceable as only the courts can decide this. We can however consider whether NatWest acted fairly by asking Mr R to repay the debt and by selling it to a third party and this is what I have addressed in my decision.
- It isn't unusual for banks to sell debts after a period of time and in this case, NatWest has explained that it made a commercial decision to sell the debt in 2018. It is allowed to do this and as letters were sent to Mr R from NatWest and from the third party confirming the change in ownership of the debt in line with NatWest's usual process I cannot say that it did anything wrong or treated Mr R unfairly. I understand that the address used at the time was out of date and so Mr R didn't receive the letters, but Mr R had accounts with NatWest and it was his responsibility to ensure his contact details were up to date. As the letters were sent, I do not find I can say that NatWest did anything wrong in this process.
- I understand why Mr R thinks his debt shouldn't have been sold to a third party in 2018, as he feels the debt should have been statute-barred by that time. As noted above it isn't my role to determine if a debt is enforceable but I note at the time of the sale, payments were being made towards Mr R's debt. I appreciate that these were being made by a family member and Mr R has said he wasn't aware of the situation but given that payments were being made and that contact had been made in July 2012 by Mr R and no issues about these payments raised, I do not find it unreasonable that NatWest continued to consider Mr R as liable for the debt and took a decision to transfer the debt to a third party.
- Mr R has said that the token payments made by the family member for many years should have been challenged. While I note this comment, I also find it reasonable to

accept that NatWest was receiving regular payments towards the debt and that it had no reason to challenge these. NatWest has explained that the family member had provided support on Mr R's accounts prior to his financial difficulties and while the payments were small, as these were being made on a regular basis, the relationship was being maintained. Given this I do not find that NatWest acted unreasonably by accepting these payments without challenge.

- As the third party is now the owner of Mr R's debt, I cannot hold NatWest responsible for any communication from the third party or any actions taken in regard to his debts by the third party from the date of the transfer.
- I am sorry to hear of the difficult time Mr R has experienced over the past years and can understand, given his mental health conditions, why he lost track of this debt. However, as explained I cannot say whether the debt is enforceable and so for me to uphold this complaint I would need to be satisfied that NatWest had done something wrong in the debt sale process or treated Mr R unfairly. In this case I do not find I can say this.

For the reasons set out above, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint about National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 4 January 2023.

Jane Archer
Ombudsman