

The complaint

Dr D complains National Westminster Bank Plc (“NatWest”) have made a number of mistakes in relation to the credit card account she held with them.

What happened

When Dr D complained to us, in November 2022, she told us her concerns were Nat West had shown double standards, gross, financial malpractice and discrimination and harassment and exposure to financial fraud in relation to her credit card account.

She confirmed she had already complained to the bank and gave us the specific internal case complaint reference allocated by the bank. NatWest sent their Final Response (“FRL”) to that complaint on 6 December 2022. They summarised Dr D’s complaint as having two points.

- Being unhappy her credit card account had been defaulted and terminated
- Being unhappy she hadn’t received monthly statements for the past twelve months.

They didn’t uphold the complaint and explained why other aspects of her concerns couldn’t be considered as they’d been dealt with under an earlier complaint where the final response had been sent over six months before this complaint was brought to our service.

Our investigator looked at what NatWest had done and was persuaded the default notice had been sent correctly and the subsequent default registration and termination of the agreement was done fairly. He could see the paper statements were sent to the same address as the arrears and default correspondence. So, he said he had no reason to think NatWest held incorrect information or that the statements were sent to an incorrect or old address. So, for these reasons he didn’t uphold the complaint. He also reiterated to Dr D if there were any other aspects to this complaint that hadn’t yet been addressed by NatWest those would need to be directed to the bank for consideration before this service could get involved.

Dr D didn’t agree and asked for an ombudsman to look at the matter. She set out three points to her complaint that she thought NatWest and our investigator hadn’t addressed namely;

- The failure to submit statements (credit account paper statements via post) for past 12 months;
- The failure to acknowledge NatWest’s failure to provide its customer with services and financial products within a timely manner (a card into a current account functional and as per customer requirement;
- The double standard exhibited by a financial organization in its expectation of how customer should act towards their financial obligations even when the bank itself fails to provide any appropriate and or expected minimum level of service and products.

Dr D asked for this to be quoted exactly when her complaint was forwarded to the ombudsman.

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 agree with the conclusions reached by the investigator. I'll explain my reasons below for that.

Where facts have been in dispute, incomplete or inconclusive and I can't know exactly what's happened, I've decided what's more likely to have happened, at the time, on a balance of probabilities.

Dr D has made a number of submissions in support of her view which I can confirm I've read and considered in their entirety. However, I trust that she will not take the fact that my findings focus on what I consider to be the central issues, and that they are often expressed in my own words, as a discourtesy. The purpose of my decision isn't to address every point raised, but to set out my conclusions and reasons for reaching them. Like the investigator I think there are two main strands to this complaint - the default and termination of the account and the delivery of statements. But it's clear to me Dr D feels differently, so, I think, it's important for me to frame, at the start, why I've looked at what I have here.

What I can look at in this complaint

It's clear that Dr D has strong feelings about this complaint and thinks not everything she's concerned about has been dealt here by the bank or this service. So, I want to be clear at the outset what I can look at in this complaint and why.

When Dr D originally complained to the bank - in an email of 7 October 2022 - she asked to reactivate a complaint that had already been the subject of a final decision by this service earlier in 2022. It was about another account with NatWest. In that email she also asked for a new complaint - about her credit card under a specifically quoted internal complaint reference - to be looked at. Two points arise from this.

Firstly, we wouldn't normally revisit a closed complaint where a final decision had been made. An ombudsman's final decision is the last stage in our process and final. So, it wouldn't be right for me to look at that previous complaint again here.

Secondly, in respect of the current complaint detailed in the 7 October 2022 email - Dr D is entitled to raise issues as she sees it. But they have to be sufficiently clear for NatWest to investigate and respond.

After receiving Dr D's email complaint NatWest responded on 11 November 2022 and summarised what they thought were the two substantive complaint points - and went on to address in the FRL - namely termination of the account and the non-receipt of statements. They also asked Dr D to provide a clear explanation of other comments she'd made in the later part of her email so they could investigate this completely. I can understand why NatWest did this - it needs to have proper notice to look into and respond to a complaint fully before this service does. But I can't see that any further particulars were given.

Before coming to a view on this case our investigator asked Dr D, twice, for clarification of all her complaint points. Her responses came back to central issue of whether the default and termination of her account was warranted against the backdrop of her previous complaints and the failure to send her statements. So, I'm satisfied those are the issues I need to look at here

The default and termination of the account of the account

In his view, our investigator has accurately set out what we would expect a lender to do when there have been missed payments on an account and the relevant legislation covering such agreements. So, I shan't repeat that here. There's no dispute between the parties that under the terms of the credit agreement Dr D signed on 29 May 2014 there's an obligation on her to make the minimum monthly payment. Nor is it disputed that she missed several payments in June July and August 2022.

As well as the obligations on NatWest, Dr D has a responsibility to manage this account within its terms. I've seen a copy of the signed application for this credit card in 2014 agreeing to the terms and conditions. So, I'm satisfied she was aware of this and those terms. The terms include the obligation on Dr D to make the minimum monthly payment each month. Even if I accept, she didn't receive statements - which I'll deal with below - Dr D would have been aware of the not insubstantial balance on the account, and that there were many months where no payment at all is made. But I can't see from the event notes that she contacted NatWest during this period to express any concerns or question the lack of payments or delivery of statements.

The contact event notes, records and template letters NatWest have sent satisfy me it has done everything it should here. And that they have defaulted the account in line with the terms of the agreement. And I think they've also reported an accurate reflection of the activity on the account to credit reference agencies. NatWest have an obligation to report accurately to such agencies. As I don't think they've made any mistakes here I won't ask them to alter what they've already reported.

The provision of statements

The bank has sent us copy statements going back to January 2021. I can see from a letter dated 10 January 2022, relating to a separate matter, that until November 2021 Dr D was registered for electronic statements. So, she'd be sent an email to advise when the monthly statement was available to a customer to log into online banking to view. NatWest then had a request from Dr D to move to paper statements on 30 November 2021. The bank said this was actioned but the following month it was suspended, with a marker, as the December statement was returned to them due to an incorrect address. That appeared to have been corrected when Dr D updated her address with the bank on 3 January 2022.

After this, it seems to me, the statements were sent, by post, in line with Dr D's instructions to the address she'd given them - which is the same one we have been asked to use. So, although I acknowledge Dr D said she didn't get statements for 12 months, I'm satisfied Nat West sent them. They told us some mail was returned as undelivered on 29 December 2022 but, it appears to me, NatWest undertook proportionate checks to satisfy themselves the address was correct. I don't know why it is that Dr D has not been receiving her mail, but I cannot safely conclude that this is as a result of something that NatWest has done wrong. So, it wouldn't be fair for me to hold them responsible for this.

Overall, for the reasons I've explained above, I don't think NatWest have done anything wrong here and I'm not going to uphold this complaint.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 29 August 2023.

Annabel O'Sullivan
Ombudsman