

## The complaint

In summary, Miss W has complained that National Westminster Bank Plc, irresponsibly provided her with an overdraft and credit card. She's also concerned that she wasn't told that her account would be closed when she says it was being well managed. She is unhappy that defaults were applied.

## What happened

In 2024, Miss W wrote to NatWest to complain about her overdraft and credit card. In its response, NatWest didn't accept that it had been wrong to provide Miss W with those facilities. It did accept that it had communicated with Miss W regarding collections and the transfer of the debt. It was satisfied that texts and letters were sent to the contact details it held on file. It had reviewed calls Miss W made to it and system notes regarding the debt. It thought it possible that Miss W might have been given an affirmative steer but hadn't been able to find a record of such a conversation. As it was possible there was a miscommunication, and she could have been given incorrect information it upheld that aspect of her complaint. As a gesture of apology for poor service she had received, it sent her a cheque for £150 by way of compensation on a without prejudice basis.

Miss W's concerns were looked into by one of our investigators. They explained why they didn't think Miss W's complaint about being provided with the credit card, could be considered by this service, as they didn't think it had been made in time.

In response Miss W said her issue was the defaults that had been applied to her account, which had affected her financial health. She wanted compensation and the defaults removed.

In response, the investigator explained that in their initial response, they had addressed Miss W's concerns about the irresponsible lending as that was what she had put on her complaint form. They said that part of her complaint was outside of this service's jurisdiction. And they reiterated that they thought NatWest had sent her correspondence informing her of the default and account closure. Miss W replied to say that she never received letters from NatWest regarding the status of her account and had made that clear to it on multiple occasions.

NatWest then provided its file in respect of the complaint. Miss W reiterated that her concerns were that NatWest hadn't advised her of any issue with the account as it was up to date at the time. It was then defaulted without any notification. She subsequently confirmed that she was also complaining about her overdraft.

The investigator wrote to Miss W again. They explained that her concerns about the credit card were being considered in this complaint, and that her concerns about the overdraft would be investigated in a separate complaint. They also explained why they didn't think NatWest had done anything wrong.

Miss W didn't agree and asked for an ombudsman review of her complaint. She said she was up to date with her payments when NatWest defaulted her account, and that NatWest had acknowledged this by paying her £150.

The investigator asked Miss W to confirm if she wanted to pursue her complaint about the irresponsible lending for the credit card alongside the default issue, or whether she wanted to focus on the default issue. In response, Miss W said she was only concerned with the application of the defaults.

The investigator at my request, asked NatWest to provide copies of the default letters, and statements sent to Miss W in the months prior to the default being applied. I issued a provisional decision on 11 March 2025, explaining why I wasn't intending to uphold Miss W's complaint. I asked for responses by 25 March 2025.

### **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.

As no responses or further submissions have been received from either party, I see no reason to depart from what I said in my provisional decision. I've set out my reasoning again below.

I understand that Miss W has raised concerns about her overdraft and the actions NatWest has taken in respect of her current account. As explained by the investigator those concerns are being considered separately in another case. In respect of this complaint about her credit card, Miss W has confirmed that her concerns are now only in respect of the default applied to her credit card account. So, my review has focussed on that issue.

Having reviewed everything, I've decided not to uphold Miss W's complaint. I know this will come as a disappointment to Miss W, but I'll explain why I have reached this decision.

In essence Miss W doesn't think NatWest should have applied the default as she says her account was up to date. And she also says she didn't receive any notification from it about the default notices.

NatWest has provided copies of Miss W's credit card statements in the months leading up to the default notice being issued. I can see from the November statement that there was an overdue payment of £11.14. The December 2021 statement shows that despite a payment having been made to the account, there was still an overdue payment of £13.56. So, it seems to me that payments to Miss W's credit card account weren't up to date.

NatWest then issued a default notice on 8 December 2021, quoting the arrears of £13.56 that were outstanding. This explained that a payment sufficient to clear the arrears needed to be paid by 29 December 2021. And as there was an overdue payment, I don't think it was necessarily wrong of NatWest to have issued the default notice. On 30 December 2021, an account termination notice was issued for the outstanding balance of £477.58, as it appears a payment of £8.72 was only made in December 2021, which didn't clear the outstanding overdue payment in full. So, as the outstanding balance set out in the default notice hadn't been cleared in full, I don't think it was wrong of NatWest to terminate the account on 30 December 2021.

Miss W has said that she didn't receive the default notice from NatWest. But the letters it has provided were addressed to the address Miss W has said she used to reside at. And I've not

seen any evidence that she wasn't resident at that address at the time the default notice was issued or that she notified NatWest of any change of address.

I've also noted from the collection notes provided by NatWest that there is a record of her contacting it at the beginning of November 2021, about a letter she received saying she needed to pay her overdraft in full. And I think the recorded response about telling Miss W to ignore it, may have been why NatWest offered a payment of £150 for poor customer service. And that payment appears to have been in respect of her overdraft.

I've not seen anything similar in respect of her credit card. And I think if Miss W received correspondence from NatWest in respect of her overdraft, it's more likely than not that she would have been sent and received similar correspondence sent at approximately the same time, in respect of her credit card account. And I simply don't have sufficient evidence to conclude that the actions NatWest took in respect of Miss W's credit card account, meant it did anything wrong.

### **My final decision**

For the reasons I've set out above, my decision is not to uphold Miss W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 23 April 2025.

Simon Dibble  
**Ombudsman**