

The complaint

Miss T complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest') were unsupportive when she experienced financial difficulties.

What happened

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.

I was sorry to hear about the bereavement Miss T experienced and about her financial difficulties. I know it will disappoint her, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file; Miss T has provided a lot of information but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When a consumer is in financial difficulty, we would expect a business to be sensitive and supportive and to show some forbearance. I think that's what NatWest have done here. They offered two periods of breathing space during which no interest would be charged on the account and during which Miss T wouldn't be contacted about the arrears. They were also prepared to agree a repayment plan with Miss T to enable her to make affordable repayments towards the debt she had with them.

Miss T says that NatWest were slow to provide the bank details she needed to be able to make payment. NatWest sent a text to Miss T on 30 August 2024 that contained those details. I can't see that payment was made or that a repayment plan was established after 30 August 2024 when Miss T had been made aware of the payment account details, so I don't think Miss T was disadvantaged by any delay in providing them.

The Information Commissioner's Office (ICO) says when a consumer is at least three months behind with their payments then a default may be registered. And it would expect a default to be registered by the time the consumer is six months behind with their payments. We'd generally take a similar view. By the time NatWest sent Miss T their default notice in May 2024, arrears had been outstanding since November 2023. I think NatWest were, therefore, right to seek to default the account. And when the breathing space they applied had ended and the arrears weren't paid, I think they were right to terminate the account. Not to do so would be likely to prolong the impact the debt had on Miss T. NatWest

are obliged to report account activity accurately, so they would be required to report that default to Miss T's credit file.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 28 May 2025.

Phillip McMahon
Ombudsman