

The complaint

A limited company, which I'll refer to as 'O', complains about how National Westminster Bank Public Limited Company "NatWest" administered its account.

O's complaint is brought to this service by its director, whom I'll refer to as 'Mr W'.

What happened

O had a Business Current Account ("BCA") with an overdraft facility and a Bounce Back Loan ("BBL") with NatWest, both of which were in arrears. Mr W wanted to come to an arrears payment arrangement for O, and so NatWest sent Mr W an income and expenditure ("I&E") assessment form for him to complete and return to them.

On 9 July 2024, NatWest received a completed I&E form from Mr W, but they had concerns over the accuracy of the information provided and wanted to speak with Mr W about it. However, O had recently begun a contract with a client who didn't allow mobile phones on site, and so Mr W couldn't speak with NatWest during the time that the relevant NatWest department was open. Mr W therefore emailed NatWest and asked if matters could be progressed via email, but NatWest insisted that Mr W needed to speak with them.

Mr W wasn't happy about this, because he couldn't speak with NatWest because of the restrictions at his place of work. And he also wasn't happy that NatWest moved to default O's accounts and removed his access to online banking. So, he raised a complaint on O's behalf. NatWest responded to Mr W, but didn't feel that they'd done anything wrong in how they'd administered O's accounts. Mr W didn't agree, and so he referred O's complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that NatWest had acted unfairly as Mr W believed was the case and so didn't uphold the complaint. Mr W remained dissatisfied, so the matter was escalated to an ombudsman 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 W has asked this service to consider two older complaints that he raised with NatWest about related matters. However, this service doesn't have a free hand to look at every complaint that's referred to us. What we can look at is defined in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook.

The relevant section here is DISP 2.8.2, which says that unless the business provides its consent, or unless exceptional circumstances apply, we can't consider a complaint if it's brought to us more than six months after date of the complaint response letter issued by the respondent business.

In this instance, NatWest sent their complaint response letters to O dated 7 February and 14

March 2024, and those letters gave O six months from those dates to refer those complaints to this service, if it wasn't satisfied with NatWest's responses. But O didn't refer those complaints to this service until 1 December 2024, which was more than six months after NatWest issued those earlier final responses.

This means that O has referred those earlier complaints to this service too late for me to consider them. Additionally, NatWest haven't given this service their consent for us to consider those older complaints. And given that Mr W continued to correspond with NatWest about O's later complaint (the one that O did refer to this service in time), I feel that this evidences that Mr W could reasonably have referred O's earlier complaints to this service within the six-month timeframe for each complaint, and that therefore the exceptional circumstances clause doesn't apply.

I'm therefore satisfied that I have neither the remit nor the authority to consider O's earlier complaints because O didn't refer them to this service within the six-month window given for it to do so. Accordingly, I won't refer to those complaints again during this letter.

When Mr W raised a complaint with NatWest in September 2024, he was unhappy that NatWest wouldn't correspond with him via email and insisted on speaking with him on the telephone. And Mr W notes that he was unable to speak with NatWest on the telephone because the client he was working for at that time didn't allow mobile phones on site.

NatWest have explained that their process doesn't allow for arrears repayment plan negotiations to take place via email and that a phone conversation is required. NatWest have explained that this is because of both the detailed nature of the conversation that can take place, as well as that account information can be discussed which their security protocols don't allow to be sent via email.

NatWest's position in this regard seems reasonable to me, and ultimately, it's for NatWest to decide their policies and processes in this regard. It's unfortunate that Mr W was at that time unable to access his phone during the day and was reluctant to take time off to speak with NatWest, but I feel that it was for him to meet NatWest's requirements in this regard, and not vice versa. As such, if Mr W was unwilling to make arrangements so that he could call NatWest and wasn't able to speak with NatWest because of his working environment at that time, I'd consider that as unfortunate, but not unfair.

It must be noted that Mr W was able to call NatWest within working hours on 16 September 2024, when he raised his complaint, although Mr W did explain on that call that he had a medical appointment on that day and was out of work. It's also notable that on 14 August 2024, Mr W sent an email to NatWest at 16:56 using outlook for android (i.e. using a mobile phone) that explained that he couldn't access his mobile phone during working hours. I'm sure Mr W will understand how this discrepancy casts doubt on his being unable to access his phone at all during working hours. However, as explained above, regardless of the circumstances here, I feel that it was for Mr W to take whatever steps were necessary to contact NatWest as per their requirements.

Because Mr W didn't contact NatWest as per their requirements, NatWest issued formal demands to O requiring full repayment of the BBL and BCA overdraft balance. And when O didn't make those required payments or contact NatWest about its accounts within the timeframe given, NatWest moved to default O's account. This doesn't feel unreasonable or unfair to me, and I reiterate that I feel that the onus was firmly on Mr W to have acted in accordance with NatWest's requirements regarding O's accounts.

All of which means that I won't be upholding this complaint or instructing NatWest to take any further or alternative action here. Mr W was given an opportunity to come to arrears

payment arrangements for O's accounts with NatWest, but didn't do so. And while I appreciate it may have been difficult for Mr W to speak with NatWest at that time, I would reasonably have expected Mr W to have come to an arrangement with his client to either start late or finish early one day so that he could call NatWest, or to have taken time off to do so. And while Mr W was free to make the choice not to take any of these actions, I feel that the fair consequence of that choice was that NatWest defaulted O's accounts.

Finally, the reason Mr W lost access to O's accounts online was because they had been defaulted, which as explained I'm satisfied NatWest didn't do unfairly.

I realise this won't be the outcome Mr W was wanting, but I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask O to accept or reject my decision before 12 August 2025.

Paul Cooper
Ombudsman