

## The complaint

Mr A complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) failed to provide him with sufficient support when he was using his overdraft facility heavily, and struggling financially.

## What happened

Mr A has had a personal current account with NatWest for several years. In 2015, NatWest granted a £500 overdraft facility. The credit limit was increased to £2,000 in 2017. Mr A typically used the overdraft for brief periods over the next few years.

In around June 2023, Mr A used the funds from the overdraft facility to help him move house. After that, Mr A used the overdraft facility continuously. In June 2024, NatWest was contacted by a debt advice organisation. NatWest and the debt advice organisation agreed a debt management plan in July 2024.

In 2025, Mr A complained that NatWest that the fees applied to the overdraft were unaffordable, and that they had worsened his financial situation. Mr A explained that he's a carer for his partner. He said he'd been unable to work for a period in early 2024 due to ill health. Mr A said he'd been struggling financially and had been forced to use buy now pay later to make essential purchases.

In its final response, NatWest said it thought it had acted fairly and reasonably. Mr A wasn't happy with NatWest's final response, and referred the complaint to our service.

One of our Investigators considered Mr A's complaint, and didn't uphold it. Mr A disagreed with our Investigator's opinion.

As the case couldn't be resolved, it comes to me to decide.

## 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.

NatWest had a duty to regularly review the overdraft to ensure it continued to be affordable for Mr A. If NatWest identified that Mr A had a pattern of repeat use of his overdraft, it had a duty to contact him – and to continue to attempt to contact him if he didn't respond. If NatWest also identified that Mr A showed signs of actual or potential financial difficulties, and Mr A didn't respond to its attempts to contact him, NatWest also had a duty to take further steps after a reasonable period.

NatWest was entitled to charge fees and interest, in line with the account terms and conditions. But if Mr A notified it, or if it recognised, that he was experiencing financial

difficulties, then it should have taken steps to support him, which may have included freezing fees and interest for a period of time.

The statements show that Mr A was using the overdraft almost continuously from around June 2023 onwards. Mr A was receiving a salary of around £1,250, as well as some transferred funds which appear to be towards rent and other essential bills. The statements show largely essential spending, with some discretionary spending.

I'm sorry to hear about the tough time Mr A has experienced over the last few years. I don't doubt how difficult things have been for him. Mr A recalls telling NatWest that he is a carer for his partner, but there's no record he let NatWest know he was struggling financially. Looking at his bank statements, I can't see any significant signs that I think should have alerted NatWest that he was experiencing financial stress – such as returned payments or use of short-term lending.

NatWest sent Mr A emails and texts about his overdraft use periodically from September 2023 onwards. In summary, these letters highlighted that Mr A was paying a significant amount in interest, and invited him to contact NatWest to discuss his options such as a payment plan to reduce credit limit of the overdraft facility over time.

I think it was reasonable that NatWest contacted Mr A about his overdraft usage. It doesn't appear that Mr A responded to NatWest's letters. Mr A has explained that his personal circumstances meant he felt unable to reach out to NatWest at the time, which is understandable.

I think NatWest took reasonable steps to try to contact Mr A. I don't think Mr A's use of the account warranted NatWest taking further action to intervene.

When NatWest was contacted by the debt advice organisation, it put a breathing space in place and then agreed a debt management plan, which I think were reasonable steps for NatWest to take in the circumstances.

I've also considered whether the relationship might have been unfair under s140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think NatWest lent irresponsibly to Mr A or otherwise treated him unfairly under the scope of this complaint. I haven't seen anything to suggest that Section 140A or anything else would, given the facts of this complaint, lead to a different outcome here.

## My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 23 October 2025.

Frances Young
Ombudsman