DRN-5677224

The complaint

Mr M complains that National Westminster Bank plc (‘NatWest’) didn’t provide his credit agreement for his account ending 849.

Mr M wants clarity regarding his debt and for his distress and inconvenience to be recognised.

What happened

Mr M’s banked with NatWest for a long time and he’s had several accounts. He complained to NatWest recently that they’d not been able to comply with his request under the Consumer Credit Act 1974 for a copy of his credit agreement relating to a longstanding debt he was being asked to pay.

NatWest didn’t uphold Mr M’s complaint because they said the debt related to an overdraft facility that was outstanding on Mr M’s old current account, which wasn’t subject to a regulated agreement.

Mr M asked the Financial Ombudsman Service to investigate. He said the debt was unenforceable. Mr M also said that he thought the debt related to a different account.

NatWest said Mr M couldn’t bring his complaint to the Financial Ombudsman Service because it related to an account opened a long time ago. Our investigator disagreed that this complaint had been brought out of time, because although Mr M’s account was old, his complaint related to NatWest’s recent response about sending a copy of his agreement.

Our investigator concluded that there was evidence to support that this was an overdraft debt. She didn’t think NatWest had treated Mr M unfairly when responding to his request for the agreement.

Mr M was unhappy and thought this matter hadn’t been considered fully. He sought an ombudsman’s decision, which is how I’ve become involved.

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’ve taken into account any relevant law and regulations, the regulator’s rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

I am sorry to disappoint Mr M, but I have decided not to uphold his complaint. I’ll explain why, though my reasons are broadly the same as our investigator.

Mr M’s raised multiple points about how his accounts have been handled by NatWest, which he shares to support his position that NatWest have got things wrong with his debts. I know he’s been upset that these points haven’t been addressed fully by our investigator.

I must make it clear that the Financial Ombudsman Service (‘our Service’) doesn’t have the power to determine legal disputes such as whether a debt is enforceable. That’s a job for the civil courts.

And our Service can only consider a complaint that’s been raised with a business first, and which they’ve had a chance to consider. This means we can’t consider anything Mr M hasn’t already complained to NatWest about first.

Our Service can’t consider every complaint that’s brought to us. Given Mr M’s present complaint is about recent correspondence, I consider it falls within my jurisdiction.

Mr M’s complaint to NatWest relates to their recent failure to produce an agreement under s77/78 of the Consumer Credit Act 1974, in relation to a specific account which ends in 849. So it’s only within my remit to consider whether NatWest’s actions, and stance taken, are fair and reasonable in relation to that specific complaint.

I’ve reviewed NatWest’s records which show Mr M had an account ending in 849. This was a current account that he opened in 1983. In 1997 he had an arranged overdraft in relation to this account.

This account was converted to an Advantage Premier account on 9 February 2001 because of Mr M’s net worth at the time (not to be confused with his credit card, the Premier Gold Card).

In 2001 Mr M applied and was approved for a £15,000 overdraft facility which was renewed in 2002. By 2009 this had been reduced to a £5,000 limit. This was renewed in 2010 and continued until NatWest took the decision to close Mr M’s accounts with them.

Mr M produced a letter from NatWest showing that in 2011 account ending 849 had no arranged overdraft limit. The limit was stated as £0.

Other correspondence to Mr M in 2011 indicates that by that point there was unarranged borrowing on his current account ending 849 in the sum of £4,980.60. Mr M produced a letter from NatWest setting out unarranged overdraft fees for this account.

I’ve seen a statement of the account ending 849 which shows how the unarranged overdraft came about.

Mr M’s account ending 849 was passed to debt collection agencies. Mr M has made small and regular payments, and these are shown on his statement of account from 2014 to 2025.

When the current debt collection agency wrote to Mr M in February 2025, they stated the debt was £4,736.56 and related to a current account. This correlates to the overdrawn amount owing in February 2025 on Mr M’s statement of account.

NatWest’s records contain a screenshot for the account ending 849 which states “this facility is an overdraft”.

All the evidence I’ve seen supports NatWest’s position that the account ending 849 relates to a current account with an outstanding overdraft debt.

I therefore haven't found NatWest acted unfairly when they wrote to inform Mr M in January 2025 that the account he'd asked about related to an overdraft debt and they couldn't produce a regulated agreement.

I think NatWest reasonably pointed out that the Consumer Credit Act 1974 doesn't cover every overdraft agreement and they fairly directed Mr M to s74 which sets this out in detail. NatWest said why they couldn't produce a regulated agreement for this overdraft following the request Mr M had made, but if Mr M wanted to see a copy of his statement of account and his account terms (if any) then he could contact them again.

I think NatWest's response in January 2025 was a fair and reasonable way to handle Mr M's request for a copy of his agreement for account ending 849. I don't think NatWest needed to do more than this, so I don't uphold Mr M's complaint.

I recognise the strength of Mr M's conviction that the debt relates to a credit card, so a regulated agreement should be available for production. He's querying how this debt came about. I acknowledge Mr M questions NatWest's motives for labelling the debt an overdraft and feels he's being pursued for a debt that isn't enforceable or owed.

I am sorry to disappoint Mr M but I can't assist him with getting to the bottom of whether this debt is legally enforceable as this isn't something the Financial Ombudsman Service can determine.

My final decision

For the reasons I've outlined, whilst acknowledging Mr M's strength of feeling in this matter, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 September 2025.

Clare Burgess-Cade
Ombudsman