

complaint

Mr A complains that The Royal Bank of Scotland Plc ("RBS"):

- Failed to update his address and then sent a replacement credit card to his old address.
- Failed to return his calls or respond to his requests for telephone call transcripts in a reasonable amount of time.
- Unfairly pursued him for repayment of a debt while his complaint was being investigated.

background

Mr A had a MINT credit card which was rebranded to RBS in May 2011. RBS issued Mr A with a new, RBS-branded credit card soon after but it was sent to an address where he no longer lived. Mr A's MINT card was deactivated on 6 July 2011 and he realised there was a problem when he tried, without success, to use the card on 14 July 2011.

Mr A called the bank to find out why his card wasn't working. A new card was ordered but this was again sent to Mr A's old address. Mr A's address was eventually updated in September 2011 and Mr A was sent copy statements for the preceding months.

Mr A made a payment of £1,000 to his account but this was not enough to clear the outstanding balance. This was because he wasn't sure he had made all of the transactions on the account. Mr A made no further payments to the account so it was defaulted in May 2012 and the debt was passed to the bank's agent to seek repayment.

The bank investigated a number of Mr A's concerns, it refunded some late payment charges and interest and paid some compensation. In total £402.96 has been paid to his credit card account.

Mr A remains unhappy. He says he accepted he may have been at fault to an extent and this is why he made the £1,000 repayment. But the bank has also made mistakes – including sending post to the wrong address and taking over a year to send him the call recording transcripts – and it should have met him half-way by writing off half the debt.

Our adjudicator did not recommend that the complaint should be upheld. He considered, in summary that:

- The bank correctly sent the RBS-branded card to the address it held at that time for Mr A.
- All the payments that took place on the account in May, June and July 2011 were made using the MINT card that was in Mr A's possession. Mr A had not disputed any particular transactions, he was more concerned with the overall debt owed. And most of the payments were made to retailers that he had used in the previous months. The transactions were, more likely than not, all carried out by Mr A.
- In October 2011 the bank agreed to refund all the late payment fees and interest that had been charged to the account since May 2011 – this came to £182.96. At no point did it agree to write off any more of the debt and the bank didn't accept Mr A's offer to repay £1,000 in full and final settlement of the debt. It was reasonable for the bank and/or its

agent to pursue Mr A for repayment of the debt as he was responsible for the transactions.

- The bank did not always call Mr A when it said it would and took overly long to provide the call transcripts. But the bank has already paid £220 compensation – as well as refunding some charges and interest – and this award is fair and reasonable in the circumstances.

Mr A did not accept the adjudicator's findings. He said the bank's poor customer service has meant the matter has dragged on for far longer than necessary and this has affected his health.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where there is a dispute about what happened, I have based my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the evidence.

The RBS-branded credit card

Mr A may well have sent a letter to the bank telling it he had moved house. But the bank does not appear to have received this. So I cannot consider it inappropriate that the bank sent the new, RBS-branded credit card to Mr A's old address.

Mr A says he checked at his old address but the new card was not there. It is not clear what happened to that card but things do sometimes go astray in the post. In any event, neither that card nor the one sent subsequently were used to make any payments. So I do not consider it necessary to consider the matter further.

Should the bank refund any of the transactions?

The adjudicator explained that the bank's records suggest all the transactions were made using the MINT card that Mr A says was still in his possession on 14 July 2011. And Mr A has never suggested that he gave the card and associated personal identification number (PIN) to anyone else. Or that anyone else had ready access to the card and PIN.

Mr A has not challenged any of the above and, like the adjudicator, I have some difficulty accepting the possibility that someone was able to take, use and replace Mr A's card on more than one occasion without him noticing.

I have also taken into consideration that most of the transactions took place local to where Mr A lived and with retailers he has used in the past.

Overall, I cannot safely conclude that any of the transactions were carried out without Mr A's knowledge or permission. So I cannot fairly tell the bank to refund any of those payments and it is reasonable for the bank to have expected the entire credit card debt to be repaid.

The bank's mistakes and Mr A's obligation to repay his debt

Mr A does not dispute that he was using his existing MINT card to make payments up until he found his card was blocked on 14 July 2011. So he, arguably, ought to have realised he

needed to make monthly repayments. And it was his responsibility to contact the bank if he didn't receive his regular statements and was unsure how much he needed to pay.

The bank, to an extent, gave Mr A the benefit of the doubt and refunded all interest and charges applied between May and October 2011. It also, at that time, sent him copy statements.

I appreciate the bank may not have called Mr A back every time that it said it would. And I agree with Mr A that that bank took far too long to provide call transcripts. However, I do not consider that removed Mr A's obligation to repay the debt he ran up.

I accept Mr A told the bank that he would not repay the debt if it failed to call him back within a stipulated timescale. But I do not consider the bank agreed to that course of action. And I am satisfied the bank did not unreasonably pursue Mr A for repayment of the outstanding debt. I also note it applied no further charges to the account after April 2012 and the last interest was charged in July 2012.

The bank has already paid over £400 off Mr A's debt and, in all the circumstances, I consider this award to be a fair and reasonable resolution to this complaint.

The outstanding debt

I understand Mr A's credit card account was defaulted after the bank gave notice of its intention to do so. And the default will likely be recorded on Mr A's credit file. That does not seem unreasonable to me in the circumstances and I urge Mr A to contact the bank now in order to discuss repayment of the remaining debt.

my final decision

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

Ruth Lewis
ombudsman