

complaint

Mr S complains about the way that National Westminster Bank Plc has dealt with his account.

background

Mr S complains about many issues relating to his bank account dating back to 2004 and he disputes the amount that he owes to NatWest. NatWest agreed to accept a reduced settlement payment of £12,044.39 and said that Mr S's credit file would be marked to show that the debt had been partially settled. Mr S said that he would only make the payment if his credit file was marked to show that the debt had been fully settled. NatWest agreed to do that. The adjudicator said that by refunding the interest and charges to the account, NatWest would put the account back in the position it would have been.

Mr S has not accepted NatWest's offer and has asked for his complaint to be considered by an ombudsman. He says, in summary, that NatWest had no right to register an adverse credit rating because there was an ongoing dispute in relation to the amount he owed and that it did not make a proper demand for repayment of the overdraft so he was not in default. He also says that he is prepared to agree the figure of £12,044.39 in full and final settlement of his liability to the bank but only on condition that it undertakes to mark the credit file as fully settled and takes whatever steps are necessary to remove the historic adverse rating that it has registered with the credit reference agencies.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr S accepts that he owes money to NatWest and a reduced settlement amount of £12,044.39 has been agreed. I therefore do not consider that it is necessary for me to comment on the events that led to the debt being incurred. What is now in dispute is what information should be recorded on Mr S's credit file about his debt.

NatWest has provided a copy of the default notice that was sent to Mr S in December 2012 and it has also provided copies of the letters that were sent to him to tell him that it was no longer going to provide banking services to him. Mr S says that he did not receive a proper demand for repayment but I consider that the default notice and the letters that were sent to him were a formal demand for repayment. Even if the notice and the letters were not received by Mr S, I find it to be more likely than not that they were sent by NatWest and that, in sending them to him, it complied with the requirement to give him notice. I find that NatWest was entitled to issue a formal demand for repayment even if the amount was disputed.

NatWest has agreed to mark Mr S's credit file to show that the debt has been fully settled. The debt was owed by Mr S and I consider that the information that NatWest has recorded on his credit file is correct. I therefore do not find that it would be fair or reasonable for me to require NatWest to remove any of the adverse information that it has recorded on Mr S's credit file. I find that NatWest's offer to accept £12,044.39 from Mr S and to mark his debt as fully settled is fair and reasonable in the circumstances. I do not consider that it would be fair or reasonable for me to require it to take any other action in response to his complaint.

my final decision

For these reasons, my decision is that, in full and final settlement of this complaint, National Westminster Bank plc should mark Mr S's credit file - on receipt of the payment of £12,044.39 from him - to show that the debt has been fully settled.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 3 August 2015.

Jarrold Hastings
ombudsman