

## **complaint**

Mr T complains about a National Westminster Bank Plc credit card debt on his credit file, which he thinks was settled several years ago. He says he had both a credit card debt and a loan debt with NatWest, but both debts were settled at the same time. He wants NatWest to clear the credit card debt, and to remove the default recorded on his credit file.

## **background**

Mr T said NatWest updated his credit file to reflect the settlement of his loan debt, but did not reflect the settlement of his credit card debt. He further complains that the bank made him a time-limited offer to remove the default, if he paid it half the credit card debt, which he felt he had no choice other than to accept.

NatWest did not uphold his complaint. The bank said:

- Mr T dealt with its loan department, which would not have been able to agree a settlement of his credit card debt
- The loan department confirmed that the payment he made was just to settle the loan debt
- Mr T had complained about the same matter three months after he made this payment
- It responded to this earlier complaint by asking Mr T to provide proof of payment
- In recognition of the distress caused to Mr T, it had agreed to accept half the outstanding balance on his credit card account, and to arrange for the default recorded on his credit file to be removed, as settlement of this debt

Our adjudicator did not think the complaint should be upheld. He noted that NatWest was unable to provide a copy of the letter its loans department sent to Mr T, confirming that he had not settled both debts. But he noted as well that Mr T was unable to provide proof that he had settled both debts.

Our adjudicator said the bank's response to his earlier complaint clearly set out its view that both debts had not been settled. He noted that Mr T did not take the matter any further at the time.

Our adjudicator concluded that the matter was finely balanced, but he felt it was most likely that Mr T had settled only the loan debt. He also acknowledged Mr T's comments about the offer made by NatWest to settle the credit card debt. But his view was that the offer was reasonable in the circumstances.

Mr T disagreed with our adjudicator. He pointed out that NatWest had been unable to provide any evidence the payment he had previously made was only for the loan debt, and so he felt it was unfair of our adjudicator to side with the bank.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

I think it is unfortunate that Mr T's earlier complaint was not take further at the time, when it might have been able to obtain conclusive evidence, one way or the other. But, as it was not, I am in the same situation as our adjudicator, needing to decide what was more likely to have happened.

My view is that the, although the evidence is limited, its weight is not in Mr T's favour. On balance, I am unable to find that he settled his credit card debt several years ago. I think it is less unfair to accept that NatWest has not retained conclusive evidence for several years, than to accept the lack of positive evidence when Mr T made his earlier complaint.

Given the above finding, I also find I agree with our adjudicator that NatWest's settlement offer was reasonable. And so I have come to the same conclusion as our adjudicator, for the same reasons.

### **my final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 30 November 2015.

Roy Mawford  
**ombudsman**