

## **complaint**

Mr F complained that National Westminster Bank Plc:

- pursued him for debt which he believes is statute barred;
- wrote to him at a wrong address, and wrongly changed his address again;
- gave him poor customer service.

He wanted his debt written off, and compensation.

## **background**

Mr F complained to NatWest about the issues listed above. NatWest didn't agree. It said that:

- It didn't agree the debts were statute barred. It said Mr F was still liable for the debts, even though the bank's letters hadn't reached Mr F when he was in prison. The bank said it had received a payment into the account in 2010, which indicated Mr F knew about the debt, and this was within the last six years.
- NatWest said it hadn't received necessary proof, on official stationery, when Mr F was in prison.
- NatWest accepted that Mr F had received poor customer service, including poor service in branch, being left on hold, and mistakes on letters. It paid Mr F £150 compensation, plus £9 for call costs.

Mr F wasn't satisfied and complained to this service. The adjudicator considered that:

- This service can't comment on whether a debt is statute barred because that's a court decision. But she said she could look at whether NatWest had acted fairly and reasonably. Mr F's debts were included in a charging order on Mr F's property, which was sold in possession but there wasn't enough money to pay off everything Mr F owed. So the debts were still outstanding, and Mr F had had the benefit of the money. So the adjudicator didn't think it would be fair to recommend NatWest should write off Mr F's debt.
- The adjudicator saw letters which Mr F wrote when he was in prison, asking it to write to him in prison or contact his mother. So she found that Mr F had sent the letters. But she considered that even if NatWest had corresponded with Mr F in prison, he wouldn't have been in a position to take action and the outcome would have been the same.

While Mr F's complaint was ongoing, NatWest changed Mr F's address to an incorrect one. It paid Mr F £250 compensation, which the adjudicator accepted was fair and reasonable.

- The adjudicator considered the compensation for Mr F's poor service was fair.
- After the bank's final response, Mr F also complained that NatWest gave the wrong default date in its Final Response letter. The bank had said the default was in 2013 and Mr F said it would have been in 2009. The adjudicator considered 2009 was more likely, but that the date the default was registered wouldn't affect the outcome of Mr F's complaint.

Mr F wasn't satisfied. He said he thought the debt should be statute barred. Also, he'd rung NatWest several times and been given different dates for the default, so NatWest lied about the default date.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The points Mr F is still unhappy with are:

- that he thinks the debt should be statute barred; and
- that NatWest lied about the default date.

I'm not able to rule about whether Mr F's debt is statute barred or not. That's something for a court to consider. I can consider whether NatWest acted fairly and reasonably. The evidence shows that the debt was Mr F's, and he had the use of the money – and I haven't seen that Mr F has disagreed with this. Also, I've looked at when there was last a payment credited to Mr F's account, and that was in 2010, within six years. So I don't find that NatWest acted unfairly or unreasonably in pursuing the debt.

Looking at the default date, I agree with Mr F that it's more likely that the default was registered in 2009, than in 2013. This is because in summer 2008, a debt firm told NatWest it was no longer acting for Mr F. And the default is no longer on Mr F's credit record, which indicates it was probably registered before 2013. But I don't find that the bank's slip about the date, in its Final Response letter, entitles Mr F either to have the debt written off, or to obtain more compensation. In fact an earlier date was more in Mr F's favour, because it would disappear from his credit record earlier too.

So I don't uphold Mr F's complaint.

### **my final decision**

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 F to accept or reject my decision before 22 January 2016

Belinda Knight  
**ombudsman**