

complaint

Mr K complains about how Nationwide Building Society has dealt with him following financial problems.

background

Mr K took out a Nationwide loan but found himself in financial difficulties after his business closed. He says he told Nationwide about those difficulties but it continues to write to him about the debt despite previous nominal repayment plans being agreed. Mr K also complains that Nationwide sent the police to his home to check up on his well being.

Mr K also says that he has received a letter from Nationwide which states it will not proceed with any action to recover the debt. He says that shows the debt is unenforceable and should be written off. Mr K says Nationwide's actions amount to harassment and it's broken the terms of the contract. He would like £1,500 compensation for what's happened.

Mr K brought his complaint to us but our adjudicator didn't uphold it. He thought Nationwide had considered Mr K's position fairly by refunding interest and charges and by agreeing a repayment plan. He also didn't think Nationwide had made a mistake by writing to Mr K about the debt. The adjudicator thought that it was for a court to decide if a debt was unenforceable.

Mr K doesn't accept that view and has asked me to review the decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've come to the same overall conclusions as the adjudicator for largely the same reasons. I appreciate that Mr K will be disappointed by my decision and I also appreciate the difficult position he's in.

Banks and building societies should treat cases of financial difficulties positively and sympathetically. In this case I'm satisfied Nationwide has acted in such a way. I can see from its records that it agreed to refund interest and charges as well as suspend any future charges. I can also see that it agreed to a repayment plan and gave Mr K details of organisations that could assist him.

I appreciate Mr K would prefer not to receive any correspondence from Nationwide. But I don't think it acted unfairly or made a mistake by writing to Mr K about the debt and asking for up to date information. I'm also satisfied that Nationwide has a duty to send some of the letters to Mr K.

I also don't think Nationwide made a mistake by contacting the police when it had concerns about Mr K's well being. I can see that before that happened Mr K had told Nationwide about how he felt about his position. And I can see that Nationwide tried to call Mr K on the telephone. So in those circumstances I'm satisfied Nationwide acted in what it thought was Mr K's best interests.

I've looked at the letter Nationwide sent Mr K about the debt. I'm satisfied that letter says Nationwide will not take legal action in respect of the debt. I don't think that letter suggests Nationwide is in breach of the original agreement or that the debt is no longer owed. I appreciate Mr K says the debt is "now void in law" but that's not something I can decide

upon. I think that it's for a court to make such a decision. I also make it clear to Mr K that it would be for a court to determine if Nationwide's actions amount to harassment. I've said why I don't think Nationwide acted unreasonably by writing to Mr K about the debt and the way it's dealt with him.

Overall as I don't think Nationwide has acted unreasonably or made a mistake, I can't fairly order it to write off the debt or award any compensation.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 29 May 2018.

David Singh
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