

## **complaint**

Mr A feels that the National Westminster Bank Plc (“Natwest”) has treated him unfairly in relation to letters it has sent him about a business debt.

## **background**

Mr A is a director of a limited company which had a business account with Natwest. That account is in significant debt however Natwest has told Mr A that it will not pursue him personally for that debt. Mr A is not happy because Natwest has written to him without making clear what capacity it is writing to him in. Mr A says Natwest is not making this clear as part of concerted effort against him which is “*dishonest conduct*”. Natwest have offered Mr A various amounts of money in recognition of these issues. It has recently offered £500 in relation to these issues to Mr A.

The adjudicator thought this was a fair and reasonable suggested settlement. Mr A does not agree and seeks an amount similar to the debt held by his company with Natwest. So this complaint has been passed to me.

## **my findings**

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

It is agreed there has been letters which should have made clearer that it was about the company debt and not about Mr A personally. Mr A points to other letters and documents and Natwest accept that it could have been clearer in its letters to Mr A.

It is very clear that Mr A feels very strongly about this matter. It’s also clear from Mr A’s letters that he has a clear belief that he isn’t personally liable for this business debt and has held this belief for a significant time. He gives reasons for this including not personally guaranteeing the loan account and he appears to appreciate that a company is a separate legal entity to him. So although I can see such lack of clarity in these letters to be galling to Mr A I don’t think it likely that he thought he was actually personally liable.

Mr A also refers to Natwest’s “*threats*” toward him and that it was done with the “*express purpose of frightening me into paying off the debt*”. He also says “*Whilst it may be difficult to accept a major international bank would stoop to such conduct against a minnow as I have outlined, I believe I have provided the facts evidencing it did.*”

Having reviewed all the correspondence sent and everything that has been said by both Natwest and Mr A, I don’t agree with him. I can see lack of clarity in Natwest’s letters but I’m not persuaded that it is trying to force Mr A into paying the debt by carefully coordinating its letters in such a way as to frighten him into paying the debt. I think it far more likely that some letters are automatically generated as it has said-which can’t be altered to deal with such nuances as there are here. As for the letters generated by Natwest staff I think it more likely that they were careless with regard to clarity than part of a concerted effort to threaten Mr A.

Turning to the £500 offered I think this is reasonable and fair in the circumstances. It is clearly unacceptable for a key issue such as capacity not to be made clear-this is very important for obvious reasons.

However there are mitigating factors in that the address for both the company and Mr A personally are the same. So I can see how such confusion could arise in such circumstances as there are here. Clearly Natwest could have done things better, however I've not seen any persuasive evidence of a concerted effort to pressure Mr A into paying the business debt. As a consequence I think this amount is fair and reasonable.

I appreciate this will be a disappointment to Mr A. However having considered everything in this case and for the reasons I have described I award the suggested settlement. It is fair and reasonable for these circumstances.

### **My final decision**

For the reasons I have explained my final decision is that I award the settlement suggested of £500. My decision is that the settlement offered by National Westminster Bank Plc is fair and reasonable in the circumstances.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A to let me know whether he accepts or rejects my decision before 19 October 2015.

Rod Glyn-Thomas  
**ombudsman**