

## **complaint**

Mr S feels that National Westminster Bank Plc (Natwest) hasn't treated him fairly over a fraudulent account set up in his name and the issues stemming from it.

## **background**

Mr S was written to by a debt recovery company and informed of a debt he'd never heard of in March 2014. This debt showed on Mr S's credit history. Mr S complained to Natwest in September 2014.

In January 2015 Natwest's fraud department became involved and the adverse credit entry was removed. It also stopped trying to get Mr S to pay the debt. Natwest accepts it could have done things better between September 2014 and January 2015. So it has offered Mr S £300 for the distress and inconvenience it had caused him and also offered to pay him for some of the costs incurred in the matter.

Mr S didn't agree and brought his complaint here. The adjudicator thought the payment for distress and inconvenience and costs suggested by Natwest was reasonable in the circumstances. Mr S did not agree so his 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.

Mr S has written substantially on the matter and I have considered very carefully all he has said. I see little to be gained in addressing the large number of points raised by both Natwest and Mr S individually in this case. I say this because I think a summary of the key events to be adequate to show the key issues as I see them.

The problems started in March 2014 when Mr S first heard of this debt (from a debt recovery company working on behalf of Natwest) and largely ended by February 2015 when his credit file was corrected and he was no longer being asked to pay the debt. The first Natwest letter to Mr S was in September 2014. Natwest didn't fully address the source of the debt in its letters until late October 2014. Clearly this could have been clearer and faster.

Mr S was told in early September 2014 (by the debt recovery company) of the need for him to report the fraud to Natwest's fraud department. However this wasn't done until January 2015. So I think it's fair to recognise that as an important issue as well.

I have considered Mr S's argument that he thought informing the fraud department could be done on his behalf. However in order to control crimes such as fraud as much as possible banks must have special processes in place. Mr S was informed of this process and didn't go through it for some months. During this period I see nothing fundamentally wrong with Natwest or the debt recovery company still attempting to collect the debt or not removing the adverse credit entry on his credit file.

Mr S points to his attempt to open a business account with another bank - which he says would have otherwise been successful without the adverse entry on the credit file. Roughly two weeks after he made this application he tried again - and was successful. In the intervening time Mr S had contacted the Natwest fraud department and it had agreed to treat

the debt as fraud. So although Mr S had to go through the inconvenience of applying again, I don't see this as being particularly distressing or particularly inconvenient.

I can see Mr S has spent a lot of time and effort making his arguments to the parties. I must bear in mind that although Natwest could have dealt with things significantly better, Mr S also contributed to the delays in the process. Mr S says Natwest should have told him about contacting the Fraud office and it didn't between September 2014 and the middle of January 2015. This may or may not be the case-however it is clear he did receive the debt recovery company's letter of the 5 September 2014. This letter makes it abundantly clear that there is a need to contact the Natwest Fraud team.

It is also clear that this company was working on behalf of Natwest. It made Mr S aware of this regularly. Irrespective of whether Natwest properly told Mr S to contact its fraud team Mr S cannot say he hadn't been informed of the need to do so.

Having reviewed the evidence I am not persuaded there was any significant financial loss or distress and inconvenience actually suffered by Mr S because of the actions of Natwest solely. Although I'm sure there are elements of what has happened afterwards that Natwest feels it could have done better - I consider the impact of these issues to be minor at worst considering the circumstances in the whole.

Bearing in mind the nature of what Natwest has already paid and offered Mr S, I see no reason to require it to make any further payment for anything which has happened in this matter. So this complaint does not succeed.

### **My final decision**

For the reasons I have explained my final decision is that do not uphold this complaint about National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to let me know whether he accepts or rejects my decision before 10 August 2015.

Rod Glyn-Thomas  
**ombudsman**