

complaint

Mr P's unhappy as he thinks National Westminster Bank Plc ("NatWest") acted irresponsibly. He says it allowed him to continue to withdraw money from his account when he'd been told a re-payment plan was in place.

background

In 2011 Mr P entered in to a re-payment plan with NatWest as he'd gone over his agreed overdraft limit. The plan was in place for six months. He agreed to pay £30 a month to reduce the outstanding limit and to cover the interest that accrued on the account. NatWest agreed to suspend charges applied to the account during this period. He paid £30 each month but didn't pay the interest. So it took longer for him to reduce the outstanding balance, but shortly after the six months had expired he was operating within the overdraft limit.

NatWest has said on two occasions it sent letters to see if he needed any further help and Mr P didn't respond.

Mr P's said he did contact NatWest and asked for another re-payment plan to be put in place. He says he agreed to pay £40 per month and NatWest had agreed to suspend the charges applied to the account during this period. He also says that it agreed to put a block on his account to stop him withdrawing any further money. This was due to Mr P telling NatWest that he had a gambling addiction. Mr P then continued to pay £40 a month, but was also withdrawing money from the account. So his overdraft wasn't decreasing.

Mr P's said if NatWest had set the payment plan up correctly, he wouldn't have been able to withdraw the money. NatWest has said it's checked its contact notes and can't find any evidence to suggest a further plan was agreed. But it agrees it's likely Mr P was under the impression that one was, as he continued to pay £40 per month into that account. Because of this, it's refunded all charges applied to his account from September 2013.

It's also previously refunded £236 of charges in 2011 and suspended charges until September 2013.

One of our investigators looked into the complaint but didn't recommend it be upheld. He noted that because Mr P was paying £40 a month into his account, NatWest had said it seemed likely he thought a plan was in place. But he felt it was unlikely it would've agreed to a repayment plan when the account was operating within the agreed limit. And because of this he didn't think NatWest needed to do any more as it had already agreed to refund the charges.

He also said that while he could see from the contact notes that Mr P had told NatWest he uses gambling services, he couldn't say that it had been made aware that it was actually more serious, and a gambling addiction. And because it wasn't made aware, it couldn't have responded positively and sympathetically to Mr P's circumstances.

Mr P didn't agree with the investigator's opinion, so the case has been passed to me for a final 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.

I appreciate Mr P's said he made NatWest aware of his financial situation and of his gambling addiction. I can't be sure what was discussed over the telephone as NatWest hasn't been able to provide the call recordings due to the amount of time that has passed. So I've looked at the contact notes provided.

The notes indicate that NatWest was aware Mr P was experiencing financial difficulties in 2011. And the account was operating outside the agreed overdraft limit. So it was passed to its collections department. That's why a repayment plan was put in place and charges were suspended. But once that re-payment plan ended the account was operating once again within the agreed limit, so there was no need for it to remain with the collections team. After this, I can't see any further evidence to suggest NatWest had been told Mr P was experiencing difficulty or that a further plan was agreed.

NatWest thinks its likely Mr P thought a re-payment plan was in place because he'd been paying £40 per month to reduce the overdraft balance. But there isn't any evidence to suggest this was the case. And given the fact the account was operating within the agreed limit, I can't see that there would be a need for it to put another re-payment plan in place.

In 2011 I can see Mr P explained he'd been using online gambling services but the notes from the time indicate he didn't want to discuss why he was using these. There's nothing to suggest he told NatWest he had a gambling addiction either at this point or sometime later. But if he had told it about his addiction, or asked for a block to be put on the account, I think it's likely that would be reflected in the contact notes.

So on balance, I think it is unlikely NatWest was aware of Mr P's gambling addiction, or had agreed to put another re-payment plan in place. Because of this, I can't say it's acted unreasonably by allowing him to withdraw money from his account when it was operating within the agreed overdraft limit.

I think NatWest's acted reasonably by refunding the charges applied to Mr P's account from September 2013 onwards. Previously in 2011 it also refunded £236 of charges. Mr P's also had the benefit of spending the money and would've been aware that his overdraft wasn't decreasing.

So I won't be asking NatWest to do anything more to resolve this complaint. It's said if Mr P's still experiencing financial difficulties he should contact it to discuss his options.

my final decision

My final decision is that I won't be asking National Westminster Bank Plc to take any further steps to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 3 April 2017.

Jade Rowe
ombudsman