

## **The complaint**

Mrs B complains National Westminster Bank Plc agreed to a payment arrangement and has been incorrectly requested higher payments towards her credit card. She's said these events and the correspondence she's received have affected her health.

## **What happened**

Mrs B holds a credit card account with NatWest. In 2022 she raised a number of complaints about its handling of her account.

This complaint I am deciding came about from one of these complaints and relates to NatWest's handling of a payment arrangement and correspondence sent in relation to payments due to the account.

I note that my Ombudsman colleagues have made a number of findings within recent final decisions, some details of which Mrs B has looked to raise again within this complaint. And I note Mrs B has referred to NatWest reinvestigating this complaint; and that it has offered further compensation. However, I've seen the details of the more recent complaint Mrs B made to NatWest, which has also been referred to our service for review, and is being dealt with under a separate reference with both NatWest and our service. I've noted that this more recent complaint does consist of new issues and some previously raised complaint points. However, NatWest's additional payment of compensation doesn't relate to the complaint points I'm consider under this complaint.

So, I'm satisfied I can go on to fairly decide this case, and for clarity my decision here solely covers the actions of NatWest in its management of the payment arrangement and subsequent correspondence requesting payment to Mrs B's credit card.

Mrs B made this complaint about a payment arrangement and ongoing collection activities in May 2023. NatWest didn't uphold Mrs B's complaint in relation to the payment arrangement and collection of the outstanding balance. It did however acknowledge the length of time it had taken to investigate and issue its final response; and confirmed it would make a payment of £50 to Mrs B to reflect this. Unhappy with NatWest's response Mrs B brought her complaint to our service for review.

Our investigator reviewed the complaint and didn't uphold it. She considered NatWest had made it reasonably clear to Mrs B how the payment arrangement would work; and that she would continue to receive requests for higher payments towards the outstanding debt while in the arrangement. She also asked NatWest to reissue the payment of £50 it had offered within its final response which Mrs B had said she hadn't received.

Mrs B didn't accept our investigator's outcome as she felt her complaint hadn't been answered. Mrs B wanted further consideration of complaint points she'd not already referred to NatWest; and wanted our investigator to acknowledge certain points that she considered key to her complaint. Our investigator explained why her outcome had considered the original complaint brought to us and considered by NatWest. Mrs B continued to raise further

points and make further arguments, but our investigator explained why her outcome remained unchanged.

Mrs B asked for an ombudsman review, so the complaint has been passed to me to decide.

### **What I've decided – and why**

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 reached the same outcome as our investigator, and for broadly the same reasons.

I appreciate this will be disappointing to Mrs B. It appears she's had long running disputes with NatWest about various issues relating to the management of her credit card and repayment of the outstanding debt; and it's clear she's heavily invested in this complaint. While Mrs B has asked for specific questions to be answered, much like my Ombudsman colleagues before me who have issued decisions on her other cases, I've focused my investigation and decision on what I consider to be the main crux and key points to this complaint originally brought to us and considered by NatWest.

The main crux of Mrs B's complaint is that NatWest continued to set out via her monthly credit card statements the minimum contractual monthly repayments due; and that these minimum payments were at a higher level than the agreed arrangement entered into between February and May 2023. Mrs B also feels NatWest's correspondence was threatening as it also issued Notice of Sums In Arrears letters demanding repayment of the overdue balance.

As part of my review I've listened to the call between Mrs B and NatWest from February 2023 when the payment arrangement was agreed. The call discussed details relating to the level of payment for the arrangement, an estimate of the total arrears that will accrue by the end of the three-month arrangement period, and that the situation will be reviewed at the end of the three-month period and could be extended at that time.

Towards the end of the call the NatWest representative confirms to Mrs B that she will continue to receive monthly statements setting out the contractual minimum payment due, which will be higher than the payment arrangement that has been agreed. The representative confirms Mrs B can ignore these minimum payment requests for the following three months while the agreed payment arrangement is in place as this replaces it.

The NatWest representative also confirms Mrs B may receive letters stating her account is in arrears during this period. The representative confirms it's a regulatory responsibility for NatWest to send these, but Mrs B can ignore these while in the arrangement; and that while within the payment arrangement all interest and charges are stopped, and this arrangement won't be reported to credit reference agencies.

I've also seen a copy of the letter template Mrs B was sent following this call. And I've seen a copy of the letter sent to Mrs B on 27 May 2023 when a payment arrangement was agreed for a further three months. The letters confirm the details that were provided by NatWest's representative on the phone. So, I can't agree that NatWest made an error when sending Mrs B her monthly statements setting out the contractual minimum payment due; or Notices of Sums in Arrears letters.

I'm sorry to hear Mrs B has said her health has suffered as a result of receiving these letters. As I've found above, I consider NatWest reasonably made Mrs B aware she would receive

these letters and that she could disregard any request for payment while her account was in the agreed payment arrangement period. So, it follows I don't consider NatWest need to compensate Mrs B for the distress she says these letters caused.

Within its final response NatWest offered Mrs B a payment of £50 to reflect the timescales taken to investigate her complaint. I consider this offer fairly reflects the timescales involved and the inconvenience caused by the delay.

It therefore follows, for the reasons set out above, that I don't consider NatWest need to take any further action in resolution of this complaint.

### **My final decision**

My final decision is that National Westminster Bank Plc doesn't need to take any further action than it already has in resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 January 2024.

Richard Turner  
**Ombudsman**