

The complaint

A limited company, which I'll refer to as 'F', is unhappy that National Westminster Bank Plc ("NatWest") sent it a series of missed payment letters regarding its Bounce Back Loan ("BBL") when the BBL was up to date.

F's complaint is brought to this service by its director, whom I'll refer to as 'Mrs S'.

What happened

To briefly summarise: Mrs S received a notice from NatWest which said F's BBL payment hadn't been made but that Mrs S didn't need to worry because NatWest would reattempt the payment. But the following month Mrs S received a similar notice from NatWest which again said F hadn't made its BBL payment.

Mrs S checked F's bank account and saw that the payment had been made to the BBL that month. But the missed payment letters from NatWest kept coming, and shortly afterwards Mrs S received a letter from NatWest which explained F had defaulted on its BBL agreement such that the full outstanding balance was due. Mrs S wasn't happy about this, so she raised a complaint on F's behalf.

NatWest responded to Mrs S and explained that F had missed a BBL payment which had never been caught up, and as such they didn't feel they'd acted unfairly for considering F's BBL as being in arrears as they had. Mrs S wasn't satisfied with NatWest's response, so she referred F's complaint to this service.

One of our investigators looked at this complaint. But they didn't feel NatWest had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mrs S remained dissatisfied, so F's complaint was escalated to an ombudsman for a final decision.

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.

I issued a provisional decision on this complaint on 22 August 2023 as follows:

The focal point of this complaint appears to be that Mrs S is unhappy with the notices and service she received from NatWest regarding F's BBL, which NatWest's notices explained to Mrs S was in arrears.

As such, I feel it's important to note immediately that F did miss a payment towards its BBL and so was in arrears on the loan. Specifically, F's BBL account statements show that F didn't make the December 2021 BBL payment. And while F did make subsequent monthly payments towards the BBL, it never caught up on the December 2021 payment that it missed, meaning that the loan remained in arrears.

Mrs S has complained that NatWest's notices said that NatWest would reapply for the

missed payment, but that NatWest never did. But ultimately, I feel it was Mrs S's responsibility, as the director of F, to ensure the BBL payments were made and that the BBL agreement was adhered to. And if NatWest didn't take the missed payment, for whatever reason, it was for Mrs S to make F's payment so that the arrears of F's account was cleared.

Mrs S has also complained that a few months after the December 2021 missed payment and after being told NatWest would reapply for it, she spoke with NatWest and asked why F was still receiving letters saying that a payment had been missed. And Mrs S has also said the NatWest agent she spoke with couldn't give her an answer as to why F were receiving the letters it was.

NatWest have no record of such a call, and the only contact notes that have from the month Mrs S has said the conversation took place is an outbound call they made to Mrs S where Mrs S said she wasn't available to talk and would call NatWest back. However, like what I've explained above, and regardless of whether NatWest's call notes are accurate or not, I feel it was Mrs S's responsibility, as F's director, to have known that a scheduled payment hadn't been made towards F's BBL and that the BBL was in arrears, and to have taken the required action to clear F's BBL arrears - which Mrs S didn't do.

All of which means that I don't feel that NatWest have acted unfairly by following the BBL arrears process that they have – because ultimately F's BBL was in arrears.

Mrs S is also unhappy with the service and communication she received from NatWest surrounding this matter, including the notices she received and the conversations she had with several NatWest staff. But NatWest don't have record of many of the conversations that Mrs S refers to, and Mrs S hasn't provided any evidence of these conversations, for instance in the form of call records from the phone number she used to contact NatWest.

Conversely, NatWest have provided contact notes relating to F to this service. And these notes show that NatWest attempted to contact Mrs S about F's BBL on several occasions following the December 2021 missed payment, but without success.

Where the testimonies of two parties contradict one another, as they do in this instance, I must decide – if I feel it's reasonably possible to do so – which version of events I feel is most likely to have happened, on balance, and in consideration of all the information available to me. And, in this instance, given the information provided by NatWest and the lack of corroborating evidence provided by Mrs S, as described above, I find NatWest's position to be the more plausible.

Finally, Mrs S has explained that NatWest have recently contacted her about overcharges on her BBL that she feels should be considered in the context of this complaint. However, the overcharges that Mrs S refers to don't relate to F's BBL but instead to a different loan that F held with NatWest, and so aren't relevant here.

All of which means that I don't feel that NatWest have done anything wrong or acted unfairly here as Mrs S contends. And it follows from this that my provisional decision will be that I won't be upholding this complaint.

In my provisional decision letter, I gave both Mrs S and NatWest the opportunity to respond and to provide any comments or new information they might wish me to consider before I moved to issue a final decision. NatWest confirmed they had no further submissions they wanted to make, whereas Mrs S didn't respond.

As such, in the absence of any comments or new information, I see no reason not to issue a final decision whereby I do not uphold this complaint on the basis described above. And I therefore confirm that I do not uphold this complaint accordingly.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask F to accept or reject my decision before 18 October 2023.

Paul Cooper
Ombudsman