

## **The complaint**

Mr G complains The Royal Bank of Scotland Plc ("RBS") didn't give him reasonable notice to repay his overdraft.

## **What happened**

Mr G had a bank account with RBS with an overdraft facility. In April 2022, no payments had been made into the account for twelve months. RBS declared the account dormant. It also asked for the overdraft balance to be repaid.

Mr G agrees the amount was owed and says he has no issue repaying it but is unhappy about the way RBS went about requesting the repayment. He thinks the time frame was unreasonable and is unhappy that his account has been defaulted even though he made a payment within the two day deadline he was given.

RBS didn't uphold his complaint in either of the final responses it sent.

Our investigator didn't uphold the complaint. He found RBS had sent multiple letters to Mr G to make him aware of the overdraft outstanding on the account. He also found RBS had sent emails tried to call Mr G and left voicemails. As no response was received, he thought RBS has correctly followed their process and defaulted the account.

Mr G disagreed. He said RBS failed to mention they'd received a payment on account after a text regarding the account being dormant. And that he'd made a previous complaint from a few years ago which clearly stated a problem with mail so they were aware of this. He also asked for a response on the second part of his complaint about the complaint team extending the time frame and the reoccurring negative impact on his credit file.

Our investigator reviewed matters. He said he'd considered the key aspects of the complaint and the further information from Mr G hadn't changed his view on this. The case has now come to me 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.

Where facts have been in dispute, incomplete or inconclusive and I can't know exactly what's happened, I've decided what's more likely to have happened, at the time, on a balance of probabilities.

The issue here is that Mr G thinks RBS should've done more to let him know there was a problem on his account and it required payment or would default it. But I disagree. Like the investigator I think Mr G should have had sufficient awareness this amount was owing on his account. I also think RBS made sufficient efforts to contact Mr G via letter, email phone calls and voice mails. I think it's done everything it should and has defaulted the account in line with the terms of the agreement. And I think RBS has also reported an accurate reflection of

the activity on the account to credit reference agencies. I'll explain my reasons for thinking this.

- The debt manager notes from RBS satisfy me that - in addition to the letters - it sent multiple emails to Mr G on 23 and 24 April 2022, 14 May 2022, 9 June, and 30 July 2022. Those notes also satisfy me that RBS made multiple calls to Mr G and left voice mails when it was unable to contact him. And that - before the final text message which Mr G says gave him just two days' notice to make payment - RBS had previously sent text messages to Mr G on 7 May and 1 June 2022.
- RBS's contact address details for Mr G record a mobile number that hasn't changed or been updated since 12 March 2019. The last three digits of that number match the number that's recorded in the debt manager notes to which calls, voicemails and texts were sent. Mr G accepts he received the last text message so, on balance, I'm persuaded it's more likely than not he received the earlier ones I've seen in the notes. And that he would have seen missed calls and had voicemails to this number too.
- Those contact details also record a previous landline which was only updated *after* the default on 3 August 2022. The debt manager notes show multiple unanswered calls being made to a number sharing the same two final digits as the recorded number up and until 3 August 2022. So, again on balance, I'm persuaded RBS also contacted him this way.
- I can only deal with the matters raised in this complaint. But even if I accept what Mr G tells us about a previous complaint flagging a problem with his post - which he says meant RBS should have been aware of problems with post - it doesn't change my overall view on the matter for a number of reasons.
- Firstly, although I acknowledge that Mr G said he didn't receive letters from RBS, the records satisfy me they were sent. I don't know why it is that Mr G's had problems receiving his mail, but I cannot safely conclude that this is as a result of something that RBS has done wrong. So, it wouldn't be right for me to hold RBS responsible for this. Secondly, it's clear from RBS's records it used multiple other methods to contact Mr G using the correct details they had recorded for him at the relevant time. So, I'm not persuaded he was given just the two days' notice - over a weekend - that he suggests. Finally, as Mr G's highlighted the issue to us I think he would've been aware of problematic post. So, I think he ought reasonably to have been aware that other methods of contact requesting to discuss the account or notifying him of dormancy may not have given him the full picture.
- As well as the obligations on RBS to give Mr G reasonable notice of action on this account, Mr G has a responsibility to manage this account within its terms. That includes making sure his contact information was up to date and correct. And to meet his obligations to pay sums due under the terms of the account. Aside from any information or communication RBS sent to him, it was for Mr G to check the account and ensure all was in order and as he expected. Mr G would see on opening and reading his monthly statement his overdrawn account the amount that was owed. He would also be aware that - although he'd used to account as recently as March 2022 to spend money - he hadn't made payments for some time.
- RBS have an obligation to report accurately to credit reference agencies. The payment Mr G made to the account when he says he became aware didn't satisfy the demand in the default notice. So, as I don't think RBS made any mistakes here I can't ask them to alter what they've reported.

This service doesn't have a free hand to consider every complaint which is referred to us. We must follow the rules, which say what we can and can't look at. These rules are set out

in the Financial Conduct Authority Handbook. They are known as the Dispute Rules. One of the Dispute Rules sets out that our service can only consider complaints which are about certain issues – in short, regulated activities or things very closely linked to those activities. But complaint handling isn't a regulated activity. What RBS was doing in extending any time was solely responding to the complaint. So, I don't think that our service is able to consider this part of his complaint.

Overall, for the reasons I've explained above, I don't think RBS have done anything wrong here and I'm not going to uphold this complaint.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 November 2023.

Annabel O'Sullivan  
**Ombudsman**