

## **The complaint**

Miss W complains that National Westminster Bank Plc (“NatWest”) didn’t update her address when she asked it to, which had an adverse effect on her credit file.

## **What happened**

The details of this complaint are well-known to both parties, so I don’t intend to repeat everything here. But I’ll give an overview of what’s happened, and then I’ll give my decision and the reasons for it.

In November 2019 Miss W says she asked NatWest to change the address on her buy-to-let mortgage. This wasn’t done so Miss W made a complaint, which NatWest answered in January 2020. In its response NatWest asked Miss W to write to it to request the address change.

On 30 March 2020 Miss W says that she again contacted NatWest to update her address and she was given the address to write to. Miss W wrote to NatWest the next day and NatWest received the letter on 6 April 2020.

On 8 April 2020 NatWest wrote to Miss W’s new address asking her to provide a specimen signature, noting that it didn’t have one on file. As it didn’t receive a response to this letter, it wrote to Miss W again on 22 April 2020. Again, after not receiving a response, it tried to call Miss W and then sent her a text message on 20 May 2020.

On 1 October 2020 Miss W contacted NatWest via its webchat facility about another matter and whilst doing so she asked whether her address had been updated. At that point Miss W discovered that the address hadn’t been changed. And then on 4 October 2020 NatWest wrote to Miss W’s new address requesting a specimen of her signature.

NatWest wrote to Miss W again on 19 October 2020 to confirm her address had been updated.

Miss W has complained that NatWest’s procedures made it overly difficult for her to update her address. She says NatWest didn’t make it clear that the address hadn’t been updated when it asked for a signature – so she didn’t believe the two were linked. Miss W has also complained that NatWest has breached her personal data by sending information to her old address, despite knowing she no longer lived there.

Since Miss W made her complaint NatWest offered her £100 to put things right. Miss W rejected NatWest's offer as she didn't feel it fairly reflected the level of distress the matter had caused.

Our investigator thought about everything and thought that NatWest's offer of compensation was fair. She acknowledged that NatWest could've provided better service, but she thought the £100 it had already offered was fair, so she didn't recommend that NatWest should increase it.

As Miss W didn't agree with the investigator's opinion the complaint has been passed to me to make 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.

Having done so I agree with the outcome the investigator reached, so I'm not going to tell NatWest to do anything further to put things right. I'll explain why.

I should start by explaining that I've considered the way NatWest treated Miss W overall. But I haven't made a finding on whether NatWest's actions led to a breach of Miss W's personal data. That's a matter for the Information Commissioner's Office (ICO) to consider. Miss W may refer this aspect of her complaint there if she chooses to.

I note that NatWest said in its response to Miss W's complaint:

*"I can confirm we've followed the right process. In order for the correspondence address to be updated we require a copy of your signature to be updated on the BTL mortgage file. We have sent you several letters asking for this."*

So I've looked carefully at the letters that NatWest sent to Miss W on 8 April 2020, 22 April 2020, and 1 October 2020. The letters say:

*"As we don't hold a specimen of your signature on file, please arrange to send us a certified copy of one of the following, to allow us to update your address:*

- *A current Passport*
- *A current Driving Licence*

*You can do this by visiting your local NatWest branch, where copies of the documents will be taken and sent to us. Please make sure these documents are valid and in date."*

Whilst I accept this is NatWest's process, I agree with Miss W's point that there wasn't anything that linked her request to change her address to these letters. Whilst NatWest did indeed ask for Miss W to verify her identity, there's no mention of the address change within the three letters, and all three contain the same text. Although there's an argument to say that Miss W should still have provided the identification NatWest asked for in those letters, that doesn't automatically lead me to think that she knew not doing so would affect the address change. And the fact that the letters were sent to Miss W's new address again further persuades me that Miss W could indeed have believed her address had been changed.

I note that NatWest says it added a marker to Miss W's account in October 2021 to prevent post inadvertently being sent to her previous address, until her address was changed. I agree this was a pragmatic thing to do and I can see why NatWest did it. But I don't think

NatWest went far enough to prevent information being sent to the incorrect address when it became aware that Miss W no longer lived at the address it held on file. This could, and should, have been done around 18 months earlier, when Miss W made her initial request November 2019. This in turn would've likely saved Miss W the some of the stress and anxiety that the situation caused, by avoiding her information being sent to the wrong place.

I've noted that Miss W has said that NatWest's error led to her having adverse information on her credit file, and consequently facing difficulties when re-mortgaging. So whilst I accept the situation was frustrating, credit applications can be affected by many things other than the address held on a bank account. And I haven't seen anything to persuade me that this event alone led to the difficulties Miss W has faced when applying for credit.

I'd like to reassure Miss W that I've thought very carefully about everything she's said. And whilst I might not have listed all of the points she's made individually, I've considered everything as a whole when reaching my decision. And having done so I think the £100 NatWest has offered is a fair reflection of the inconvenience this matter caused. So I don't require NatWest to do anything further than that.

### **Putting things right**

NatWest should pay Miss W £100 compensation to recognise the trouble and upset that this situation caused her.

### **My final decision**

I uphold Miss W's complaint and require National Westminster Bank Plc to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 5 May 2022.

Sam Wade  
**Ombudsman**