

## **The complaint**

Mr S has complained that National Westminster Bank Plc (“Nat West”) haven’t followed his communication preference not to receive post. Nor did they explain their solution to stop post being sent would stop Mr S being able to access statements.

## **What happened**

Mr S can’t deal with physical items of post. So he asked Nat West to send him everything they need to by email. To make their computer system do this, Nat West put a “back to branch” marker on his account.

Mr S found this marker stopped him being able to see statements with all the information he’d get on a postal statement. And, despite the marker being in place, he still got some post from Nat West.

Mr S complained about this to Nat West. Nat West upheld the complaint. They said they’d do their best to make sure all their communication with Mr S was by email. But they couldn’t guarantee this as they’re required by the regulator to send some things by post.

Nat West checked Mr S’s preferences and confirmed they were set to email. But they asked Mr S to make sure all his account settings were set to paperless.

And Nat West said they’d left the “back to branch” marker on Mr S’s account. They warned him this would stop him accessing statements online. But they said they’d order statements for Mr S if he asked them to.

Mr S wasn’t satisfied with Nat West’s response and brought his complaint to us. Our investigator looked into it and concluded Nat West should pay Mr S £100 compensation for what had happened. Although she noted what Nat West had done to resolve the complaint, she said this had happened before – and Mr S had complained. She was satisfied having to complain again caused Mr S further distress and inconvenience.

Mr S didn’t agree with the investigator’s view and said she’d not taken account of the fact he’d not been able to access statements for about two years. I’ve now been asked to make a 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 that, I’m upholding Mr S’s complaint. I’ll explain why.

But first I have to explain what I can – and can’t – do. I can decide whether I think Nat West dealt fairly with Mr S. But I can’t say Nat West should change their business processes.

I've listened to the conversation Mr S had with the Nat West complaints handler. I was pleased to hear her promise to feed back to other departments about the difficulties Nat West's systems had caused Mr S.

But I can't decide that should lead to any changes. So I'm not going to make any more comments about that.

I can see that Nat West have accepted they sent Mr S post, even though he'd asked them not to. And I've listened to the call between Mr S and the complaints handler. The complaints handler explained that Nat West couldn't stop every piece of post because their regulator requires them to send certain items in this form.

I can't say Nat West should breach their regulatory obligations. But the complaints handler did acknowledge the problems this caused Mr S and said she'd ask for these items to be copied to him by email. I think that's reasonable.

In respect of the statements, the complaints handler confirmed Mr S couldn't access full statements because of the "back to branch" marker on his account. She said this had been put on the account to stop post being sent. But she agreed this caused a problem for Mr S, which hadn't been anticipated.

The handler told Mr S the problem would continue unless the branch marker was removed. Mr S chose to leave it in place. The complaints handler confirmed Mr S could contact Nat West to get statements if he needed them. Again, I think that's reasonable.

### **Putting things right**

Our investigator thought Nat West should pay Mr S compensation for what had happened, because he'd had similar issues before and their repetition caused him further distress and inconvenience. I agree.

Our investigator said £100 was a reasonable amount of compensation. Mr S told us he disagreed and thought an amount in excess of £1,000 was appropriate.

I've thought about this. But I can't agree with Mr S. He's based what he's said on what a court might award. But this service isn't a court. And we don't make awards on the same basis.

I have to consider the impact Nat West's error had on Mr S. Nothing I've seen persuades me it was significant. The complaint about receiving post relates to only one letter.

And, although, Mr S says he couldn't access full statements electronically for two years, I've seen nothing to show me he made Nat West aware this was an issue before he complained in mid-2022. So, until then, they didn't know there was anything to try and put right.

When Nat West did become aware of the problem, they provided feedback to their colleagues to look at ways of resolving it. They gave Mr S the option of removing the marker, which would allow him to access statements himself. And, when he opted not to do that, Nat West said Mr S could request statements if he needed them.

So, again, I'm satisfied that, while Mr S couldn't access information in the way he wanted to, Nat West took prompt steps to minimise the inconvenience for him. And that means I think the distress and inconvenience they caused Mr S is reasonably compensated by a payment of £100.

**My final decision**

For the reasons I've explained, I'm upholding Mr S's complaint and directing National Westminster Bank Plc to pay him £100 compensation for the distress and inconvenience they've caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 November 2022.

Helen Stacey  
**Ombudsman**