

The complaint

Mrs L's complaint is brought to us by her representative, who I'll refer to as Mr B

Mrs L complains that she received a poor level of service from National Westminster Bank Plc (NatWest) when her representative asked to be added to her account.

What happened

Around September last year, following being issued with an interim deputyship order, Mr B tried to gain access to Mrs L's account. The interim order was granted as Mr B needed to make payment on Mrs L's behalf for a new boiler. NatWest refused to accept the interim order and asked that Mr B provide a full deputyship. Following the refusal, NatWest also placed blocks on Mrs L's account for security reasons. Mrs L is vulnerable, she suffers from dementia and is under local authority care. As a result of what NatWest did, Mr B says she experienced the following problems:

- bills were left unpaid, so Mrs L's telephone line was terminated
- multiple payments Mrs L was due to receive from the Department of Work and Pensions were returned
- Mrs L received numerous final demands and red notice letters from a utility provider and the local authority for overdue council tax
- Mrs L had to face the prospect of being moved to a higher energy tariff because her bill hadn't been paid
- Mr B spent a lot of time pursuing NatWest to resolve this matter, including spending time using the bank's chat service

Mr B says that, in trying to resolve this matter and add the relevant parties to the account, he experienced poor service from the bank. He says he was made to visit a branch to complete the relevant form in order to be registered on the account, but later found that the bank asked him to fill in the wrong form. This further delayed the registration process. Mr B also experienced problems receiving his bank card.

To resolve the complaint, Mr B asks that NatWest changes its processes to avoid such issues occurring again, he wants confirmation that the bank acted illegally and for it to recognise that there could've been more severe consequences for Mrs L, had Mr B not intervened. Mr B adds that he wants NatWest to be reprimanded for what it did wrong.

By the time Mr B asked this service to get involved, NatWest accepted that it had carried out multiple failings. The bank agreed to cover all overdue payments that Mrs L missed because her account had blocks placed on it – this totalled £279.36. NatWest agreed to cover any late payment fees too.

The bank offered a total of £2,500 compensation to Mrs L and Mr B for the distress and

inconvenience it caused them. NatWest also wrote to all affected third-party businesses, letting them know that it was the bank's wrongdoing that led to Mrs L's late payments, so her credit record wouldn't be affected. The bank also sent Mrs L flowers to apologise for what it had done wrong and provided Mr B with a way to pay for the boiler replacement using Mrs L's funds.

Our investigator concluded that the bank's resolution was fair. Mr B asked for a final decision, 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.

I'd like to point out that I've summarised the background of this complaint in less detail than the parties. That's because I've focused on what I think are the key issues here. Our rules allow me to do this and reflects the informal nature of our service. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is a fair outcome. The parties can be reassured I've considered everything that Mr B and NatWest have said before reaching my decision.

NatWest already accepts that it treated Mrs L and her representative unfairly and it doesn't seem to be disputing the complaint points Mr B has put forward. So I don't need to make a finding on whether I think it did something wrong as the bank already accepts that it has. I'm aware that Mr B would like to know if NatWest acted illegally. Although it is within my remit to consider relevant rules and regulations to decide whether NatWest has acted fairly, it isn't for me to determine whether the bank has acted illegally. Ultimately, the bank accepts its wrongdoing here and I'm satisfied its acceptance falls in line with what I would've decided it did wrong.

So all that remains is for me to reach a finding on whether the steps NatWest has taken to put right its wrongdoing fairly settles this complaint. To put things right, NatWest offered Mrs L £2,000 compensation, sent her flowers as an apology, and covered the cost of her outstanding bills – as well as leaving it open to her to have the bank cover any late payment fees she incurs. NatWest also wrote to all affected third-party businesses, informing them of the bank's error and asking that Mrs L credit record isn't affected. In my opinion, NatWest has taken reasonable steps to prevent Mrs L suffering further distress, inconvenience, or financial loss. I also think the compensation the bank has offered her is fair.

I understand Mr B experienced a fair amount of inconvenience in trying to resolve this matter. Although NatWest has offered him £500 compensation, it isn't within my remit to consider whether this amount is fair. Mr B's role in this complaint is as a representative of Mrs L. This service can only make compensation awards to eligible complainants, which is defined under the Financial Conduct Authority's DISP rules (DISP 2.7.3R). Given that, under the rules, Mr B isn't considered to be an eligible complainant, nor can I see that the inconvenience he experienced had an impact on Mrs L – I can't make a decision on whether the £500 NatWest has offered him is reasonable.

Mr B wants NatWest to change its processes so the problems he experienced do not happen again. He also wants the bank to be reprimanded. However, my remit doesn't extend to telling NatWest how it should conduct its banking services or what processes it should follow. That's for the bank to decide and it's for the regulator to ensure NatWest adheres to its rules. I can only decide whether NatWest has acted fairly and, if not, what it should do to put things right.

Moreover, any awards this service makes are made whilst keeping in mind that consumers should be put back in the position they would've been, had the unfairness or wrongdoing not occurred. And any compensation award should reasonably put right the impact of the distress or inconvenience a consumer has experienced because of the wrongdoing. It isn't this service's role to punish or fine businesses either, so I can't reprimand NatWest in the way Mr B expects me to.

Mr B says the impact of NatWest's wrongdoing could've been more severe for Mrs L, given her health. He says that NatWest needs to recognise this point. I don't disagree with what Mr B says and I don't doubt that the consequences could've been more severe, had he not noticed something was wrong and intervened to help Mrs L. But I can't ask NatWest to take action for something that could've happened – I can only consider what actually happened. As I explained earlier, in my opinion, NatWest has taken reasonable steps to put right what happened because of what it did wrong.

In conclusion, I'm satisfied that NatWest has recognised its actions were unfair and that the impact on Mrs L caused her distress and inconvenience. I think NatWest's compensation offer and the steps it has taken to prevent Mrs L being impacted further is fair. So my decision is that I won't be asking the bank to do anything more.

My final decision

For the reasons above, I've decided that National Westminster Bank Plc has already put forward a fair resolution, so I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 17 November 2023.

Abdul Ali
Ombudsman