

## The complaint

Mr T complains about National Westminster Bank Plc's cash withdrawal policy and service when he tried to make a large cash withdrawal.

## What happened

Mr T travelled to a NatWest branch to withdraw £10,000 in cash to make a speculative car purchase. However, he was informed that he needed to give 24 hours' notice and provide evidence of the intended purchase.

Mr T brought his complaint to our service as, in addition to finding this inconvenient, he is dissatisfied with:

### 1. NatWest's application of their policy.

This is because:

- Their branch manager maintained the position that 24 hours' notice is required but Mr T thinks their policy says something different.
- NatWest complaint handling staff also said their policy was followed and referenced section 2.2 and section 5 of their Terms and Conditions, along with a webpage regarding cash withdrawals. But Mr T feels the wording in these documents doesn't support his request being rejected on the day.
- He thinks it's impractical, if not impossible, to obtain and produce evidence for some purchases such as a speculative car purchase.
- He feels the branch have a secret cash withdrawal policy as, when he tried to ascertain the limit by questioning lower withdrawal limits, the manager declined to respond.

### 2. NatWest's level of service.

This is because:

- He felt he was being *'talked down to constantly'* by the branch manager and wasn't offered a suitable alternative.
- Responses from the complaints department *'have ignored answering simple questions on multiple occasions'*.

Our investigator didn't think NatWest had acted unfairly. As Mr T remains dissatisfied, this case has now been referred to me to look at.

## 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've carefully considered all the points Mr T has made, even if I don't specifically address all of them. Having done so, I'm not upholding this complaint and I'll explain why.

I should first explain that:

- I can't tell a business to make alterations to their systems, procedures or processes. I say this because we aren't the regulator of the financial services industry. Also, banks are entitled to put systems and measures (including at branch level) in place as they have responsibilities to protect customers from fraud and manage operations.
- There are rules (known as DISP Rules) laid down by the Financial Conduct Authority which means complaint handling is not a regulated activity. So, specific complaints about how NatWest manage complaints, including responses, can't be considered by our service.
- In cases where information is incomplete, inconsistent or contradictory, I must reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available information.

Regarding NatWest's application of their policy, from reviewing the file it's clear that NatWest branches have responsibilities which include:

- Protecting their customers from fraud and scams
- Protecting their funds
- Managing cash stock to meet customer demand which may wildly fluctuate

NatWest's website statement says:

- *'For Cash Withdrawals between £5,000 - £19,999, it is advisable to give us 24 hours' notice, particularly if you would like specific denominations'*

And Mr T says that:

- This *'suggests £10,000 would be available on the day.'*
- NatWest have replaced the word 'advisable' with 'requirement'

Whilst I recognise Mr T's point here, when considering NatWest's above responsibilities together with 5.5 of their terms and conditions which says:

*'Limits on payments to and from your account:*

*We may apply limits to payments to and from your account, for example, to the amount of cash you pay in or withdraw'*

I'm not persuaded that NatWest representatives have replaced the word '*advisable*' with '*requirement*' or that this infers a customer expectation that large cash amounts between £5,000 and £19,999 are always available. And I agree with our investigator's comments that the word '*advisable*' suggests, that if 24 hours' notice isn't given, it's possible that customers won't be able to make the withdrawal on the day of the request.

Although I think it more likely than not that a branch can facilitate a cash withdrawal for under £5,000, I'm satisfied that the same protection and operational responsibilities apply. Also, I consider a withdraw of £10,000 in cash, to be a relatively unusual request with a risk factor. So, bearing in mind NatWest have duties to protect their customers from fraud and scams, I would expect it, as a matter of good practice, to take steps to verify customers and transactions to ensure they aren't being tricked or coerced into making the cash withdrawal.

So, I think it reasonable for NatWest representatives to ask about the reason for the withdrawal and query why a safer method of payment could not be used. And looking at the terms and conditions of the account, they say:

*'5.3 Limiting the use of your account or your services*

*We may suspend or restrict the use of your accounts, or certain services'*

And this is to protect an account and I think this is what NatWest did in the circumstances.

Whilst I recognise cash may be desirable for a speculative car purchase, a faster payment, which appears to have been subsequently used, are both a regular and safer payment method. And from reviewing the file, I think it more likely than not to have been mentioned by the manager.

For the reasons mentioned above, I also think it reasonable of a bank to have different and fluid branch policies on both cash holdings and withdrawals and not to share any information which could undermine the integrity of the policy and cause an operational or security risk. So, although I recognise Mr T's questions were to try and work out what he could withdraw without notice, I don't think it was unreasonable of the manager not to divulge information on withdrawal limits. Also, I think it was reasonable of the manager to signpost Mr T to safer alternative methods and request he return with identity and transactional evidence.

It's clear that Mr T disagreed with the manager and their interaction became tense but there isn't any evidence to show that the manager was rude. I am though persuaded that alternative methods of payment were mentioned.

So, having considered the above and all the information on file, although I recognise Mr T's frustrations here, I'm not upholding this complaint.

### **My final decision**

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 22 March 2024.

Paul Douglas  
**Ombudsman**