

The complaint

Mr and Mrs C complain that Mrs C was removed from their joint account with National Westminster Bank Plc, and instead Mr C was linked to a third party, who was unknown to either of them. Mrs C said this was distressing, and took a long time to sort out.

What happened

Mrs C said told us about a series of problems she'd experienced with her NatWest accounts. She said this all started when she was looking at her online banking for NatWest, and could see there was suddenly a very large sum of money visible, which wasn't hers. Mrs C said she rang NatWest, and it said there was nothing it could do at this point. Mrs C said she then got messages about an application for telephone banking, which she hadn't made, and money having been transferred, which she hadn't done. After this she wasn't able to access her account at all.

Mrs C said she went into a branch, and discovered someone else with the same name had been swapped for her, removing her from the account. Mrs C said she had to prove her identity to NatWest, and this all took a very long time to sort out. Mrs C said she complained in April, and didn't receive a letter telling her things were resolved until late May.

Mrs C said NatWest had offered her £500 to resolve the complaint, and she wanted to know if this was enough.

NatWest sent our service the final response letter it had sent to Mrs C. That letter appears to accept that a serious error has been made on Mrs C's accounts. NatWest didn't set out what had gone wrong, but it said it would take the following steps to put things right –

- Adding Mrs C back onto three named joint accounts, to correct NatWest's mistake.
- Issuing a new debit card for one of these joint accounts.
- Recording a data breach, through the appropriate channels.

NatWest said it had also paid Mrs C £300 as compensation, and an apology. Mrs C said she hadn't received this money.

Our investigator thought this complaint should be upheld. He said that NatWest should pay more than the £300 it had offered, because it had taken so long to put things right. He thought NatWest should pay Mrs C a total of £450.

Mrs C said NatWest had offered £500, but hadn't put this in writing. So she didn't want to accept £450. NatWest said it had no notes showing it had increased its offer in this way.

Mrs C also said this had been going on for longer than we thought. Over £100,000 had been wrongly paid into their account in February. They'd initially thought this would be resolved by NatWest, but it wasn't. She'd told NatWest about this in March. When the messages started to arrive about requests for telephone banking and a new card, Mrs C said that was very distressing. Next, she stopped being able to access her online banking, and although she went into the bank with all her ID, it was still some weeks before she was added back onto the account. Mrs C said she had to borrow money from a family member while she had no

access to her own account.

Mrs C said she wanted £2,000 to settle the complaint, but our investigator said he couldn't support a request for that amount. He still thought £450 did provide a fair and reasonable outcome to this complaint. Because no agreement was reached, this case then came to me for a final decision. And I then reached my provisional decision on this case.

My provisional decision

I issued a provisional decision on this complaint and explained why I did propose to uphold it. This is what I said then:

I don't think I need to decide here whether NatWest made a mistake. I think it is clear that something has gone quite wrong here. But until recently, the details of what went wrong were less clear. However, in response to our investigator's view, Mrs C set out her complaint in more detail for us. That leads me to believe that this issue has gone on for longer than our investigator had first thought.

NatWest can offer further evidence on this case if it wishes, but at the moment, I think Mrs C's accounts appear to have been affected by NatWest's errors from February 2023 until late May 2023. During this time, Mrs C had to deal with a large payment being made into her joint account (which she told us NatWest said it wouldn't be able to reverse) then notification of applications made to access money on her accounts which she hadn't made, then losing access to her accounts altogether.

I think this must have been very distressing indeed for Mrs C. And I note that she had no access to her own money during a considerable amount of this time.

Our investigator suggested NatWest ought to pay a little more than it had offered. In response, Mrs C said NatWest had already offered £500. Although NatWest had no notes supporting this, I have listened to Mrs C's first call to our service, when she says that she's ringing for advice on whether to accept NatWest's offer of this amount. So it does seem likely that she was offered this.

However, in the light of the information she has subsequently supplied, and in particular the time that this problem went on for, as well as what appears to be missed opportunities for NatWest to put this right, I do think NatWest should pay a little more than it has apparently offered Miss C. I think NatWest should pay Miss C £650 in compensation, to make up for what has gone wrong here. I think that would provide a fair and reasonable outcome to this complaint.

It doesn't look as if NatWest has paid the £300 which it does accept it offered, but in case it has done so, I'll allow NatWest to count toward my total award, any payment of compensation it has already made for this complaint.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Only Mr and Mrs C replied.

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.

Mr and Mrs C replied to say they accepted my provisional decision. They did want to mention the inconvenience of countless visits to the branch, the hassle of trying to sort this

out, and Mrs C in particular wanted to mention the concerns she had about how easily she was removed from the account, and how difficult it was for her to be reinstated, although she followed the instructions NatWest gave.

I do understand that this has been a stressful and time consuming experience, in particular for Mrs C. When Mrs C first contacted us, she wanted to know if we thought £500 from NatWest was a fair offer in this case. We weren't able to offer any advice then, without a fuller understanding of what had happened. But once we had that information, I didn't think that £500 was quite the right amount here. That's why I suggested that NatWest should pay some additional compensation in this case.

I still think the amount I previously suggested does provide a fair and reasonable outcome in this case, so I'll now make the decision I originally proposed.

My final decision

My final decision is that National Westminster Bank Plc must pay Mr and Mrs C £650 in compensation. National Westminster Bank Plc may count toward my total award, any payment of compensation it has already made for this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 5 March 2024.

Esther Absalom-Gough

Ombudsman