

## The complaint

Mr P has complained that National Westminster Bank Plc (“NatWest”) didn’t act on his instructions to transfer money out of a savings account. He is also unhappy that NatWest didn’t respond to his Data Subject Access Request (“DSAR”).

## What happened

On 7 July 2023 Mr P wrote to NatWest, using an address that was included in a NatWest bank statement, requesting that £5,000 be transferred to his current account from a savings account. Mr P says he wrote to NatWest again at the same address on 7 August 2023 to request that a further £5,000 be transferred.

As the transfers had still not been made, Mr P wrote to NatWest in September 2023 to complain that his requests had not been actioned. Mr P says that in November 2023, his two payment instruction letters were returned undelivered with a label saying ‘addressee gone away’ on them.

Unhappy with this Mr P complained to NatWest. NatWest issued its final response letter on 10 January 2024. NatWest said that as it had not seen which address Mr P had written to, it was unable to comment on where the letters had been sent. It confirmed that, should Mr P wish to send any further instructions in writing, he should send such letters to his local branch rather than to the address he’d been sending them to before. NatWest went on to say that it was unable to action the previous requests that Mr P had sent because the signatures in the letters differed to the signature it had stored in its records for Mr P. The letter explained that NatWest would need to speak to Mr P to rectify matters. Due to the inconvenience caused to Mr P by this matter, NatWest paid Mr P £200 compensation. It also said it would be willing to reimburse Mr P for lost interest if he can provide evidence to show what he missed out on.

After Mr P referred his complaint to this service, one of our investigators assessed the complaint. They explained that, after sharing with NatWest the evidence that Mr P had provided regarding the interest he’d missed out on, NatWest was willing to make an offer to resolve the complaint.

The investigator explained that when the letters were sent to the NatWest address, they should’ve been forwarded on to a central address, but for whatever reason, this did not happen. The investigator said that looking at the instructions sent and NatWest’s records there does appear to be a mismatch in the signatures. The investigator concluded that had things gone as they should’ve i.e. NatWest had received the instructions, NatWest would’ve likely informed Mr P about the signature not matching and Mr P would’ve needed to visit branch to update his signature.

As there was a delay in Mr P being made aware of this, this prevented Mr P from transferring his money sooner. Mr P had told our service that he would’ve moved the money into a fixed rate bond with another provider. As a result, NatWest offered to pay Mr P 3.56% interest on £10,000 between 30 September 2023 and 13 June 2024. This was to represent the difference between what Mr P did earn in interest on that amount in his savings account and

what he would've earned, had the transfers been actioned. Overall, the investigator concluded that this offer was fair.

Mr P didn't accept the offer. Mr P said the £200 compensation was paid in relation to a different matter. He said NatWest had failed to respond to a Data Subject Access Request (DSAR) in October 2023. Mr P doesn't understand why his signature was rejected, he says it has been accepted when making cheque payments. Mr P says the address is still showing on statements and he had written to the same address in April 2024. Mr P says it is disingenuous to attend branch to verify his signature, as it's inconvenient for him and he'd been told before that his savings account is not something the branch can deal with. Mr P says that NatWest has breached the consumer duty by providing an address that it should've known it was not capable of receiving mail at.

Mr P asked for the transfers to be made, to provide additional compensation for the ongoing loss he says he's suffering, and for it to respond to his DSAR.

As Mr P did not accept NatWest's offer, which the investigator concluded was fair, the matter was referred for an ombudsman's decision.

I issued a provisional decision on this complaint on 14 August 2024. I have included an extract of my provisional decision below and it forms a part of this decision.

***"What I've provisionally 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 reviewed everything, I minded to uphold this complaint, albeit with slightly different redress than the investigator recommended. I will explain why.*

***Instructions not being actioned***

*Mr P had written to an address (that was provided in his bank statement) for NatWest, asking that it make two transfers. It's clear that the reason why his instructions weren't acted upon is because NatWest didn't receive them, and his letters were returned undelivered to Mr P with the label 'addressee gone away'.*

*NatWest has explained to this service that it no longer uses this address. It says that a redirection service should've been put in place (presumably up until it updates the address stated in its literature), to ensure that any post sent to the address in the meantime is forwarded on to the correct address.*

*In this case it's clear that either the postal redirection service failed, or that NatWest failed to put one in place. Either way, this led to Mr P's instructions not being actioned and being returned to him some months later. Therefore, what is left for me to decide is what NatWest should do to put matters right.*

*Mr P says that if his instructions to transfer the money from his savings account had been acted upon, he would've put the money into a fixed rate bond with another provider that offered an interest rate of 5.30%. And as his instructions to transfer the money remained unactioned (due to the issues surrounding his signature) this has prevented Mr P from paying that money into the bond. Instead, his money remained in his NatWest savings account - which I understand only paid 1.74%.*

*So, I think it's fair that NatWest pay Mr P 3.56% interest (as it had agreed to do) with this being the difference between what he would've earned in interest, had he paid the £10,000 into the bond, and what he actually earned in interest.*

*When the investigator explained the offer to Mr P, I note that they said this interest should be calculated between 30 September 2023 and the date of the offer letter. But had things gone as they should've, I think it's likely that the £10,000 would've remained in the fixed rate bond – given that withdrawals are not normally allowed in such bonds - until maturity. So, I think it's fair that this redress – using an interest rate of 3.56% to reflect the difference in interest rates - should be calculated between 30 September 2023 and 30 September 2024.*

*I can see that Mr P didn't accept this offer because he said his interest rate on his mortgage has since increased, and so says he would've put the money from his savings account into his mortgage as an overpayment – which he says was charging him 8.4% per year in interest. However, I don't think it's fair that NatWest reimburse Mr P for that as well. I say that because firstly, had things gone as they should've, the £10,000 would not have been available to go towards his mortgage overpayment until the bond had matured. And secondly, the money he attempted to transfer has been sat in his savings since his failed payment instructions were returned to him in the post. So, he was free to transfer the money - albeit via an alternative method than what he'd tried before - as an overpayment, whenever he wanted.*

*As well as the instructions sent in 2023, Mr P says he has written to the same address with another payment instruction on 20 April 2024 and, unsurprisingly, the instruction has not been acted upon either. I appreciate that the address was still included in bank statements. But at the same time, Mr P was clearly aware (and had been for a number of months) that NatWest had issues receiving post at that address well before April 2024. Also, when responding to Mr P's complaint, NatWest specifically said if Mr P wishes to send any further written payment instructions, he should send them to his local branch, so that they can be processed. Therefore, I don't think it's fair to hold NatWest responsible because Mr P chose not to follow NatWest's advice about writing to his local branch and instead chose to write to the previous address that he was aware that mail was being returned from.*

*Mr P has also said that the difficulties of the payment instructions is a breach of the FCA's Consumer Duty – specifically that retail customers should be able to use their product as reasonably anticipated during the lifecycle of the product. Mr P says he has found it very difficult to use the product.*

*While I see Mr P's point – the issue here seems quite specific to me, which is that a postal redirection was either not set up by NatWest or failed to forward letters on to it. However, in considering this point, I can see that NatWest offers various ways for a customer to use their account. For example, I'm aware that NatWest provides branch banking, online banking, an online webchat service, telephone banking and a mobile phone banking app - in addition to sending written instructions via the post. And when responding to Mr P NatWest did explain that if he wishes to sending instructions in writing, as seems to be his preference, that he should do so to his local branch.*

*So I don't think it's reasonable to say that NatWest has breached its consumer duty obligations just because Mr P experienced difficulties when writing to NatWest. And even if I were to conclude that it had breached the consumer duty, I think the redress outlined below would be reasonable compensation anyway.*

### *Signature not matching*

*I note that a separate issue has arisen regarding Mr P's signature not matching. Looking at his complaint letter and the one that NatWest has stored on its system, I can see that there are differences, and they don't really match. So I think it's fair that NatWest would want to get Mr P to provide an updated signature to avoid further issues going forwards. Mr B is unhappy with this, he says it would be inconvenient for him and the account he has is not branch based.*

*However, whilst going to branch may be inconvenient for Mr P, NatWest provided Mr P with its opening times, which include Saturdays. And in the circumstances, I don't think it's unreasonable to ask Mr P to attend branch at a time that is convenient for him. I say this particularly as the request is for a one-off visit, rather than him having to make a branch visit each time he wants to make a payment.*

### *DSAR*

*As well as complaining that his instructions weren't acted upon, Mr P has also complained that NatWest didn't send him the relevant documentation under his DSAR.*

*Although the investigator said that this service cannot consider complaints about DSARs, this service can sometimes consider complaints about DSARs where what a customer is unhappy about relates to an activity that this service is able to consider. In this case, Mr P is asking for personal information NatWest holds about him in relation to his current and savings accounts. And I think processing the personal information it holds about him is part and parcel of carrying out those activities. I'm therefore satisfied that this (Mr P's complaint about the handling of the DSAR) is something that this service can look into.*

*In relation to this point, NatWest has told our service that it responded to Mr P's DSAR on 1 February 2024. Whereas Mr P says he hasn't received anything from NatWest.*

*Looking through NatWest's records, I can see that Mr P's initial request for a DSAR had been overlooked. NatWest realised this and acknowledged its failure to respond as it was required to, in its final response letter. NatWest confirmed in the final response letter that his request had been passed to the relevant team to be processed. Following this, NatWest says it sent the relevant information to Mr P on 1 February 2024. Therefore, given that NatWest had specifically addressed its initial failure to respond to the DSAR, and there is evidence that the DSAR was being processed by NatWest, I find it surprising that Mr P says he didn't receive the DSAR. Nevertheless, given that Mr P says he didn't receive the DSAR documentation, I think it's fair that NatWest resend the information to Mr P, to resolve this part of his complaint. Although I should add that, when responding to the DSAR, NatWest should ensure that any new personal information recorded since 1 February 2024 is also included.*

*Finally, I note that NatWest has already paid Mr P £200 compensation relating to this matter. Mr P says that this was for another matter. But reading the final response letter of 10 January 2024, it is quite clear that the payment was in relation to Mr P's concerns about his DSAR not being actioned and his payment instructions not being actioned. Overall, I think this is reasonable compensation based on what happened, so I don't think any further compensation for distress and inconvenience is warranted.*

### ***Putting matters right***

*So, to put things right, I currently think that NatWest should:*

- Resend the documentation to Mr P it had previously sent him in response his DSAR (ensuring that any new personal information recorded since 1 February 2024 is also included); and*
- Pay Mr P 3.56% annual interest on £10,000, calculated from 30 September 2023 to 30 September 2024.”*

After I issued my provisional decision, NatWest responded and said it had nothing further to add. Mr P didn't respond.

### **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 reconsidered everything, as we didn't receive any new information since I issued my provisional decision, I see no reason to reach a different outcome to the provisional decision.

So in summary, I think it's fair that NatWest put Mr P back into the position he would've been had his instructions to transfer money from his savings account been actioned. Mr P has provided evidence to show that he would've transferred money into a fixed rate savings bond with another provider, and says that he missed out on earning interest on his money at that rate.

However, I don't think it's fair that NatWest also pay Mr P the interest rate of his mortgage as well, because had things gone as they should've the money would've been held in a fixed rate bond until maturity and therefore Mr P would not have been able to use that money to also go towards repaying his mortgage. I also can see that the money that Mr P had tried to transfer has been sat in his NatWest savings account. So he has been free to transfer that money out of his account, albeit via a different means than he'd tried before, and repay his mortgage.

In terms of Mr P's DSAR, I'm satisfied that NatWest had processed this. But Mr P has said he didn't receive it, so I think it's fair that NatWest resend the documentation to him.

### **Putting things right**

So, to put things right, I require NatWest to:

- Resend the documentation to Mr P it had previously sent him in its response to his DSAR (ensuring that any new personal information recorded since 1 February 2024 is also included); and
- Pay Mr P 3.56% annual interest on £10,000, calculated from 30 September 2023 to 30 September 2024.

### **My final decision**

Because of the reasons given above and in my provisional decision, I uphold this complaint and require National Westminster Bank Plc to do what I have outlined above to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 September 2024.

Thomas White  
**Ombudsman**