

## **The complaint**

Mr R complains that The Royal Bank of Scotland Plc ('RBS') should pay more compensation than offered so far in connection with its poor service regarding problems he's had paying money into his account.

## **What happened**

Until the Post Office unexpectedly declined his deposit, Mr R had been able to deposit money into his bank account via the paying-in service at his local Post Office. When this happened, Mr R needed to make a 70-mile round trip to his nearest RBS branch to pay the money into his account.

This happened on several occasions.

RBS initially told Mr R that it was unable to ascertain why Post Office staff were unable to assist him when he wanted to make a payment into his RBS account. Although RBS mentioned there were daily and annual limits applying to debit card deposits via the Post Office, it agreed that he'd had a poor customer experience. By way of apology, RBS credited Mr R's account with £120 compensation to reflect distress and inconvenience and cover his travel costs.

Mr R complained further to RBS, saying that he didn't feel RBS had explained why his attempts to deposit money into his account via the Post Office were unsuccessful. RBS referred him to the account terms and conditions and explained that he had exceeded the annual cash limit for paying into his account.

Mr R brought his complaint to us and one of our investigators looked into what happened. She thought that RBS had adequately explained why Mr R had been unable to continue making deposits into his account via the Post Office. And she was satisfied that the account terms and conditions were fair and reasonable in response to regulatory requirements RBS had to satisfy. But as RBS had admitted it could have provided a better service to Mr R when he had first got in touch about this problem, she said it should pay Mr R a further £150 compensation in respect of additional distress and inconvenience he'd suffered.

RBS accepted this recommendation. Mr R, however, didn't agree with the investigator's proposed settlement which he feels fails to explain why RBS was able to accept deposits the Post Office declined.

Mr R put things this way: '...I should be able to bank money into my bank account of up to £3000 per transaction per 24 hours, this is not happening with any money I try to deposit into the post office...' Mr R says RBS hasn't taken into consideration that he has a disability and what's happened is discrimination.

The complaint has come 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've carried out an independent review and having done so, I've reached the same conclusion as our investigator.

I've carefully listened to the call recordings of Mr R's discussions with RBS and with us. I appreciate how frustrating and stressful this situation has been for Mr R. He is a long-standing RBS customer and the branch where he had his account has closed. There is no convenient RBS branch near to where he now lives and so Mr R has found it very useful being able to pay into his account over the Post Office counter.

I can see however that RBS has set limits on the amounts that customers can pay into their current accounts this way. RBS has to have measures in place to meet its regulatory obligations set by the Financial Conduct Authority. These are reflected in RBS' account terms and conditions, which allow it to set limits on payments Mr R makes to and from his account.

RBS has set limits for some types of deposits, as follows: (this can be viewed in full on RBS' website):

'What are my cash deposit limits?

The maximum amount in cash that you can pay into your account at a Post Office®, Cash Access UK Cash Deposit Machines (CDMS) or Branch Cash and Deposit Machines (CDMS) is:

- **£3,000** per day.
- **£24,000** in a rolling 12 month period.

Cash that you deposit at our branches also counts towards these daily and annual limits.'

Mr R feels that he should be able to make the same deposit into his RBS account via the Post Office that he's had to pay in at a branch. But Mr R had made deposits to his account that exceeded his rolling 12 month limit. This meant that he couldn't continue to pay in cash deposits via the Post Office – although he was (and still is) able to make payments over and above these limits at a RBS branch. The above limits don't refer to payments made directly into a RBS account at a RBS branch.

This means that RBS didn't make any error when it declined deposits Mr R tried to make via the Post Office that exceeded this limit.

But even though RBS acted within the scope of its terms and conditions, we still expect to see customers are treated in a fair and reasonable way and I've thought carefully about this.

RBS produced and circulated information that alerted current account customers to changes affecting limits on payments and there's information about this on its website. So I think the information was made reasonably accessible to Mr R. And there are ways Mr R can mitigate the problem – RBS' website says: 'There are safe and secure ways of receiving money, such as transferring online or making electronic payments. See your options and limits.'

RBS suggested to Mr R that if the cash he wanted to deposit was being paid to him by a third party, he could ask about having this paid directly into his account electronically as the above limits refer to cash deposits. So I think RBS treated Mr R in a way that was fair and reasonable overall when it declined his attempted deposits via the Post Office.

RBS accepted that it didn't deal as well with Mr R as he was reasonably entitled to expect when he approached RBS about his difficulties paying-in to his account via the Post Office. RBS accepts that it should pay additional redress to reflect fairly the shortcomings there have been in the service provided to Mr R, as recommended by our investigator.

Like our investigator, I think it should have been relatively straightforward to explain things to Mr R. Instead, he was given incorrect information when RBS told him over the phone that the problem related to a system issue at the Post Office. RBS' written communications were incomplete and contradictory.

I consider that this caused Mr R further avoidable upset during the course of his dealings with RBS. I've kept in mind that Mr R's particular circumstances meant that dealing with a situation he found stressful was likely to impact negatively on him and have consequences for his health. And I appreciate he feels RBS should be held to account for its admitted poor handling of matters.

Our approach to redress is to aim to look at what's fair and reasonable in all the circumstances of a complaint. One way we would try and do this impartially here is to put Mr R in the position he'd be in if RBS hadn't been responsible for the poor service issues it has acknowledged. So my starting point is to think about the impact on Mr R of what happened.

I don't doubt that RBS' poor handling of matters, as described above, caused Mr R significant distress and inconvenience. The figure suggested by the investigator matches the level of award I would make in these circumstances. I am satisfied that an additional compensation payment of £150 is in line with the amount this service would award in similar cases, and fair compensation for Mr R in his particular situation.

I have set out below the steps RBS is required to take.

## **Putting things right**

RBS should pay Mr R £150 further compensation to reflect the extent and impact on him of its poor service (bringing total compensation paid in connection with this matter overall to £270).

## **My final decision**

I uphold this complaint and The Royal Bank of Scotland Plc should take the steps set out above to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 August 2024.

Susan Webb  
**Ombudsman**