

The complaint

Mr and Mrs M have complained that National Westminster Bank Plc (“NatWest”) hasn’t given them access to accounts and information in the way they want.

What happened

Mr and Mrs M had raised a prior complaint with NatWest because Mrs M couldn’t access Mr M’s payees on their joint account and Mrs M wasn’t able to access Mr M’s credit card account either.

Following that complaint, Mr M provided NatWest with documents confirming that Mrs M had been granted a LPoA for Mr M. I understand that Mr M did this with the intention that it would then provide Mrs M with access to Mr M’s payees and his credit card account. But after the LPoA was set up on NatWest’s systems, Mrs M could still not access Mr M’s payees or Mr M’s credit card account when logging in to NatWest’s online banking portal. So Mr and Mrs M raised another complaint.

In its response to the complaint on 15 January 2024, NatWest said that Mrs M would be unable to access Mr M’s credit card on its mobile banking app, and that was the case even though Mrs M had been granted LPoA for Mr M. NatWest apologised for the delay in recording the LPoA on its systems and also for its Premier Banking managers not responding to Mr and Mrs M’s concerns. Because of these issues, NatWest paid Mr and Mrs M £90 as a gesture of goodwill. NatWest also provided the contact details for its dedicated support line, should Mr or Mrs M need it.

Unhappy with NatWest’s response, Mr and Mrs M referred their complaint to this service.

One of our investigators assessed the complaint and they upheld the complaint. They explained that NatWest had confirmed with this service that when Mrs M logs in to view Mr M’s account, following the LPoA being set up, she would not be able to see his list of payees. The investigator also said that NatWest had explained there are certain types of accounts which the attorney won’t have full access to, which included lending facilities – such as Mr M’s credit card account.

The investigator concluded by saying that they could not tell NatWest to change its systems, and was unable to say that NatWest had acted unfairly or unreasonably because Mr and Mrs M were unhappy with how NatWest’s systems operate. They did however think that NatWest should’ve made it clearer to Mr M beforehand, that setting up a LPoA would not resolve the matters in the way that he and Mrs M wanted. The investigator recommended that NatWest pay Mr and Mrs M £150 due to the distress and inconvenience caused by not making this clear earlier on in the process.

Mr and Mrs M didn’t accept the investigator’s recommendations, so the matter was referred for an ombudsman’s decision.

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 reviewed everything, I think what the investigator recommended NatWest do to put things right - essentially for failing to manage Mr and Mrs M's expectations regarding what could be achieved by registering a LPoA - was reasonable. I will explain why.

As the investigators explained in their assessment, NatWest has explained that with a LPoA, this grants Mrs M access to current accounts and saving accounts that Mr M may have. But this would not grant Mrs M with access to Mr M's existing payees when she logs in to online banking, and that is the case even on their joint account. I appreciate that Mr and Mrs M are unhappy that NatWest didn't give them an explanation as to why that is the case.

Since referring their complaint to this service, NatWest has explained that this is because of how their banking systems have been set up. It explained that, even though having a LPoA grants Mrs M the ability to access current accounts and savings accounts in Mr M's name, the list of existing payees are recorded against the specific Customer Identification Number (CIN) of whoever made the payment. So when Mrs M logs in to online banking, she does so using her own credentials i.e. under her own CIN. This would mean that she would only be able to see the details of payees she'd paid money to before, and not any that Mr M had set up. And that is the case even on Mr and Mrs M's joint account.

I appreciate that Mr and Mrs M are frustrated by this and say that an exception should be made for them. It is beyond the remit of this service to instruct financial businesses on how their systems should operate, but we can consider whether systems like these have led to a fair outcome in the individual circumstances of a complaint. I recognise that Mr M has a large list of existing payees, meaning it could take a while before Mrs M has added all of Mr M's existing Payees to her online banking profile. But, at the same time, I don't think it would be fair to say that NatWest should adjust its IT systems because Mrs M is unwilling to re-enter bank details, should she need to make any payments on behalf of Mr M. I can see that NatWest has explained this is the process Mrs M will need to follow. So I'm satisfied that, although Mr and Mrs M may be unhappy with the process, NatWest had made this clear to Mr and Mrs M what needed to be done.

Turning now to Mrs M's access to Mr M's credit card account. I note that they have referred to the account as being a joint account. However, NatWest has explained that none of its credit card accounts are provided on a joint basis. It has explained that the account is in fact in Mr M's sole name, although Mrs M is a supplementary card holder. This means that Mrs M has her own card and can make payments on that card, but Mr M is ultimately responsible for repaying any outstanding balance on the account, even if a balance has accrued from a payment Mrs M made on 'her' card.

In their assessment of the complaint, after asking NatWest for information about this, the investigator explained that there are unfortunately for Mr and Mrs M, limitations on the types of account that a LPoA can access through NatWest's online banking portal. In summary, once the LPoA was registered with NatWest, this granted Mrs M with access (via online banking) to current accounts or savings accounts that Mr M held with NatWest. This did not however, grant Mrs M with access to Mr M's credit card via its online banking portal.

NatWest has explained that the LPoA provided Mrs M with the ability to either make repayments towards any outstanding balance on Mr M's credit card account, or for her to

request the balance of the account in question. But its processes would not grant Mrs M access to the credit card account via her online banking profile.

I appreciate that Mr and Mrs M may've wanted Mrs M to have had more access than this through online banking. But it is not unusual for banks and building societies to have some limitations in place on what an attorney can and can't do under specific access methods e.g. via online banking, over the phone, in branch etc. In this case NatWest has explained that its internal policies do not allow an attorney to have access to a donor's credit card account via online banking, especially as attorney's are unable to apply for certain types of lending - such as loans and credit cards (including applying to change credit limits). So given the restrictions that are in place, I can understand why NatWest has limited how an attorney can interact with a donor's credit card account.

Again, I recognise that this is frustrating for Mr and Mrs M, but I'm satisfied that NatWest has given a reasonable explanation to this service as to why the limitations have been put in place. I think it's important to note that, NatWest isn't saying that Mrs M can't access and administer the credit card at all. She can still make repayments towards the credit card account balance and she can request the balance. Also, NatWest has said that due to the LPoA that has been registered, Mrs M can contact NatWest's credit card team over the phone, should she need to discuss Mr M's credit card account. So whilst Mrs M's access to Mr M's credit card is limited via online banking, other options are still available to her.

As the investigator said, I think that NatWest could've done a better job at managing Mr and Mrs M's expectations - as Mr M had made it clear that he was intending to register his LPoA with NatWest so as to give his wife access to his list of payees and his credit card account. So I do appreciate that it would've been very frustrating for Mr and Mrs M when, once they'd gone through the process of registering the LPoA with NatWest (which I understand it took NatWest a few weeks to process), Mrs M still faced similar limitations as she did beforehand.

I acknowledge that Mr and Mrs M have said that, although they had not raised the complaint to obtain compensation, they do say that an award of £150 is nowhere near a reasonable amount of compensation for what NatWest has put them through. I have considered what they have said, and recognise that it would've been frustrating for them I also recognise that it took a few months between Mr M attempting to register the LPoA with NatWest and NatWest's systems being updated to reflect the LPoA across all of his accounts.

However, I can't see that NatWest had expressly said to Mr and Mrs M that the LPoA would actually resolve the specific online banking issues that they'd complained about. And it seems that, even if NatWest had highlighted from the outset the limitations of what Mrs M could access online once the LPoA was registered, I think Mr M likely would've still registered the LPoA with NatWest anyway. I say this as Mr M said he'd gone to the effort of registering the LPoA because he was due to have an operation and wanted it in place to ensure his wife could carry out any necessary banking activities on his behalf, whilst he was in hospital.

I appreciate that Mr and Mrs M want more than the amount recommended by the investigator. But having weighed everything up, and bearing in mind that NatWest has already paid Mr and Mrs M £90 as a gesture of goodwill due to this matter, I think that an award of £150 - which would bring the total amount of compensation paid to Mr and Mrs M for this matter to £240 - to be a fair amount of compensation in the circumstances.

Putting things right

To put matters right I require NatWest to pay Mr and Mrs M £150 for the distress and inconvenience caused in failing to make them aware that registering a LPoA would not help them obtain what they wanted.

My final decision

Because of the reasons given above, 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 M and Mrs M to accept or reject my decision before 8 November 2024.

Thomas White
Ombudsman