

The complaint

Miss R complains that National Westminster Bank Plc unfairly closed her account and mishandled her complaint about this.

What happened

A summary of what happened is below:

Miss R held account with NatWest. In March 2023 they wrote to her to let her know they'd be closing her account on 11 June. The letter was dated 13 March, but she didn't get this until 3 April.

Miss R contacted the bank via its chat facility. She wasn't happy with the decision. She believed her account had been terminated due to her nationality. She felt the action had been taken abruptly and amounted to discrimination. She raised her concerns, adding:

- Staff on the chat facility had deliberately been unhelpful – not disclosing contact details of the relevant department to discuss the matter further in writing.
- Its social media responses on the matter had been disrespectful and insensitive.

NatWest issued its final response. It said its decision wasn't based on Miss R's nationality or race but her residing overseas - it had an overseas address for her. It said it was becoming a more UK-focussed bank so for this reason, it had made a commercial decision to stop providing banking services in many international markets. It explained it had given 90 days' notice which was in line with account terms. It didn't find an error in mishandling her concerns. It confirmed it had logged a complaint, and correctly referred her to a telephone number on the closure letter to discuss that issue further.

Miss R didn't accept the bank's response. She considered key aspects of the complaint had been omitted and the investigation superficial and wrong. She contacted the bank again about this but says it didn't respond, ignoring her.

Miss R referred her complaint to us. She said NatWest had caused her significant financial loss and emotional distress. One of our investigators looked into what had happened. However, he didn't think NatWest had done anything wrong. He found the bank had been entitled to close the account in the circumstances it had and provided the required notice. He didn't agree NatWest had mishandled the complaint.

Miss R provided a detailed response, maintaining NatWest had made a number of mistakes in handling her complaint and there was a fundamental misunderstanding about the reason behind the closure of her account. She didn't believe NatWest could justify the closure of her account for the reason it had given. She explained she had permission to permanently reside in the UK, which couldn't be interpreted or decided by us or NatWest.

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.

It's clear Miss R feels strongly about what's happened. She's made a detailed submission in support of her complaint, which I have read and considered. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it is not necessary for me to respond to every point made, but to concentrate on the crux of the issue.

I can see there's been a fair amount of debate here about NatWest's decision to close Miss R's account and whether that was justified given her circumstances. But ultimately, it's up to NatWest to choose who they provide accounts to, just as Miss R has a right to choose to no longer bank with them. Miss R believes her account was closed on the basis of her nationality and she's been discriminated against. While I can appreciate this is her perspective, it is not my role to decide whether discrimination has taken place – only the courts have the power to decide this. I have, however, considered the relevant law in relation to what Miss R has said when deciding what I think is the fair and reasonable outcome. Part of this has meant considering the provisions of The Equality Act 2010 (The Act). And after looking at all the evidence, I've not seen anything to suggest the account was closed for an improper reason. The bank hasn't mentioned Miss R's nationality.

The account terms say that the account can only be opened by someone resident in the UK. They go on to say that if the account holder is no longer resident in the UK this may affect the bank's ability to offer the account. I think this is a legitimate commercial judgement NatWest is entitled to take. I appreciate Miss R has provided information about her permission to permanently reside in the UK, but her address wasn't one in the UK. So, I don't find the bank closed her account unfairly given what the agreement said or chose to specifically treat her differently. It follows that it's not responsible for the impact Miss R believes this has had on her credit rating and therefore I'm not going to comment on this point further.

I've gone on to consider how NatWest went about communicating its decision. Banks should give sufficient notice that complies with the account terms and conditions. I've looked at these – these required 60 days' notice. But NatWest actually gave more. I appreciate Miss R didn't get the letter until later and she believes it should have tried using different means of contacting her. But a letter sent by post is a perfectly acceptable method of sending communications. In any event, none of this actually disadvantaged Miss R as the letter still got to her in time of the notice period in her account *agreement*. So, there hasn't been a bank error.

Turning to Miss R's concerns about how staff at the bank dealt with her and handled her complaint. Strictly speaking complaints about complaint handling in isolation aren't ones we have the power to consider. That's because complaint handling on its own isn't a financial service. However, there are occasions where there can be some cross over. I've kept this in mind.

I've read the excerpt Miss R provided from the social media team, but I haven't seen anything in that which was disrespectful or insensitive in the language or tone. Miss R might not have agreed with the response, but this isn't the same as saying the bank engaged with her inappropriately and I don't find that it did in those interactions or indeed in the chat. The agent explained why Miss R couldn't discuss the reason for the closure further in the chat/email facility and offered to raise a complaint without undue delay when she expressed dissatisfaction. That wasn't poor service.

A written response was sent to Miss R the next day. It's clear she didn't agree with it and felt it overlooked specific points she wanted answered. And that's a perfectly legitimate view for her to take as the other party to the complaint. I understand NatWest encouraged Miss R to

provide further information if she wanted to. Not getting a reply or updates would have been frustrating but ultimately, I don't think this caused any material distress and/or inconvenience or disadvantaged her to warrant compensation. I say this because, NatWest had also referred her to our service if she remained dissatisfied.

I realise Miss R will be disappointed with my decision but for the reasons I've given, I won't be requiring NatWest to do anything further. This brings to an end our consideration of her complaint.

My final decision

My final decision is I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 9 October 2024.

Sarita Taylor
Ombudsman