

The complaint

Mrs W complains National Westminster Bank Plc (NatWest) failed to make a payment she requested and has placed restrictions on withdrawals from her account.

Mrs W is represented by Mr L.

What happened

The details of the complaint are well known to both parties, so I won't repeat them here again in detail. In summary, on 10 June 2024 Mrs W requested a payment of £76,000 from her account with NatWest to pay for a car. The payment wasn't made by NatWest. NatWest says it informed Mrs W of a marker on her account and any payments she needed to make would need to be made in branch, but it did make a gesture of goodwill payment of £80 for the trouble and upset caused.

Mrs W remained unhappy so referred the complaint to this service. She also said she had requested NatWest release a twelve month rent payment, as her and Mr L's landlord had requested the full year's rent payment otherwise they would risk losing their home. NatWest didn't release this payment either, but it agreed to release a three month payment of rent.

Our investigator considered this, and the information provided by both parties. She didn't uphold the complaint because she said NatWest hadn't acted unfairly or unreasonably. Mr L on behalf of Mrs W didn't agree and asked for an ombudsman to review the case. So the case has been passed to me to make a 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.

I've no doubt that not being able to make the transactions she wanted to made things quite difficult for Mrs W. So, I can understand why she found this experience with NatWest stressful and upsetting.

Mrs W's representative, Mr L, has detailed various issues he believes NatWest caused when dealing with the transactions. I don't intend on setting these out in detail – this isn't to diminish their importance to Mrs W but for the purpose of deciding this complaint, I don't think I need to refer to each issue individually. The rules that govern this service allow me to summarise this complaint in less detail than the parties and to do so in my own words.

I should also explain that DISP 3.5.9R allows me to treat certain evidence in confidence where appropriate – such as if it contains confidential information about third parties or security information. I'm satisfied that some of the information supplied by NatWest should be kept confidential. So, I'm sorry to Mrs W that I won't be able to share a significant amount of detail with her. But I would assure her that I've considered everything carefully.

It's important for me to highlight that it's not this service's role to say what policies,

processes and procedures NatWest should use, but we consider whether a firm has acted fairly or not.

I'm sure Mrs W appreciates that banks and building societies have regulatory duties which they must comply with. I accept that on occasions those duties can become onerous for customers. But NatWest has provided us with information to show that a marker was placed on Mrs W's account reasonably and so I don't think it was unfair of them to ask Mrs W to come into branch when she wanted to make transactions. And so, it follows that I also don't think it acted unfairly in the way it dealt with the transactions she requested.

NatWest has authorised Mrs W to take out a set amount of cash on a weekly basis, her regular bills are still being paid from the account and it has also agreed to release some funds for her to pay for her rent. So overall I can't say NatWest acted unreasonably. We are not NatWest's regulator and it's not our role to decide how it complies with its regulatory duties. As mentioned, I don't think NatWest made a mistake or acted unfairly in the dealing with Mrs W or her transactions the way it has.

I appreciate what I've said will be disappointing for Mrs W and, although I recognise the difficulties caused to her, taking everything into account I don't think NatWest acted unfairly so I won't be asking it to do anything further.

My final decision

For the reasons mentioned above, I'm not upholding Mrs W's complaint about National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 December 2024.

Jag Dhuphar
Ombudsman