

## **The complaint**

Miss R complains about National Westminster Bank Plc (NatWest) in their failure to help her open a savings account. Miss R says this caused lost interest, and inconvenience. Miss R is represented by a third party who I will refer to as X.

## **What happened**

At the end of 2023, X attempted to open an account for Miss R that X could help operate as X is a legally appointed representative of Miss R. After liaising with NatWest, the account could not be opened so X logged a complaint. NatWest responded to the complaint and apologised for the account not being opened, and some wrong information they gave. Accordingly, NatWest awarded £100 in compensation.

Remaining unhappy, X referred the complaint to our service and our investigator looked into it, liaising with NatWest. After investigation, our investigator issued their view in which they acknowledged NatWest's efforts in trying to get the account open for Miss R, but also said they had not seen enough evidence from NatWest to show they attempted to find any other solutions which would allow the account to be opened but with X's access. In view of this, our investigator recommended that NatWest pay Miss R an additional £75 in compensation.

NatWest accepted the recommendation but as an account had not yet been opened, our investigator asked NatWest to liaise with X to do so. During the subsequent months, there followed much communication between NatWest and X, involving our investigator but despite these continued efforts, an account was not opened. Eventually, it was agreed that the complaint be passed to an Ombudsman.

## **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 have looked at the information NatWest has supplied to see if it has acted within its terms and conditions and to see if it has treated Miss R and X fairly.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

I was sorry to learn that what should have been a straightforward account opening process has turned into a prolonged and very drawn-out experience. Part of my role is to determine whether what took place was reasonable, whether NatWest followed the process correctly, and also if X and Miss R did all they could as customers.

What's not in question is that errors were made by NatWest at the beginning of this complaint, I'm pleased that within NatWest's apologies and the actions they took at the time, they treated X fairly.

This brings me onto NatWest's actions just before, and since the complaint has been with this service. It's always regrettable when the initial simplicity of a request is lost in months of correspondence; I must recognise that all Miss R and X wanted, and still want is a simple savings account in the name of Miss R, over which X has some authority.

I note that NatWest in trying to resolve the issue frequently used email, often making contact via this service, rather than direct phone calls to X or potentially considering a face-to-face session at a local branch. It seems clear that usage of this communication method has not expedited the account opening situation.

As an informal dispute resolution service, we consider awards according to what we consider to be a fair and reasonable reflection of the impact the distress and inconvenience has had upon the consumer. And so what I wanted to understand was the impact on Miss R of NatWest's errors, whether their offer is considered as fair, and also look at it through the lens of this service's compensation guidelines and similar cases. I would like to say that I do feel that the total of £175 is fair as whilst I do want to recognise NatWest's repeated efforts in trying to resolve this situation, albeit I find they did not always go about it in the most efficient way.

To that end, in order for this complaint to be resolved, I would strongly suggest that a suitably trained expert in online account opening arranges a convenient day and time for them to telephone X, ideally with Miss R present, to get an account opened. I would also want to ensure that X has all the relevant details to hand for that phone call, which they could perhaps check with NatWest beforehand, reiterating the importance of the account set up i.e. in the name of Miss R but with X having authority.

I can fully understand how frustrated X has been feeling with NatWest and taking into account all the circumstances, as I've stated, I believe their compensation payment is reasonable in the circumstances, so long as the account is opened promptly with minimal inconvenience.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is upheld. I require National Westminster Bank Plc to pay Miss R £175 compensation in total (less any amounts it has already paid her) for the impact of its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 2 January 2025.

Chris Blamires  
**Ombudsman**