

## **The complaint**

Mr B complains about the level of service he received from National Westminster Bank Plc around the recording of his personal circumstances and the adjustments he's asked them to make.

## **What happened**

Mr B complains that NWB failed to make a note of his conditions and adjustments he'd asked them to make in 2020. He's unhappy that NWB only added a note in 2024.

Mr B is unhappy that it took 4 years for NWB to make a note of his conditions. He says he's tried to have his conditions noted on several occasions by different methods including calls, emails and going into branch.

Mr B says that the bank's failure to note his conditions has impacted him because he's been allowed to enter credit agreements when he doesn't have capacity to do so.

Mr B raised a complaint with NWB.

In its final response, NWB said it hadn't been able to establish why Mr B's request that his conditions be noted hadn't been actioned. NWB confirmed that a note had been added to Mr B's records on 28 February 2024. It explained to Mr B how he could record information about himself as well to make sure he received the adjustments he needed in "Banking My Way". NWB apologised for any distress and inconvenience caused to Mr B and paid compensation of £100.

Mr B was unhappy with the response and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said he couldn't comment on whether the lending was fair because this had already been investigated by this service and a final decision issued. In relation to the bank's failure to make a note on their systems, the investigator said that the compensation of £100 already paid was fair.

Mr B didn't agree so I've been asked to review the complaint.

## **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.

NWB has said that it hasn't been able to establish why Mr B's conditions hadn't been noted. It upheld the complaint on this basis and paid compensation of £100.

In this decision I'll be looking at whether the compensation paid for the service error by the bank was fair and reasonable. I'm aware that Mr B has raised a further issue about lending, and I've explained below why I'm unable to look into this aspect of his complaint.

Mr B has said that the bank's failure to note his condition has impacted on him because he's

been able to enter into credit agreements when he lacks capacity to do so. I can see that Mr B has raised a complaint previously with this service regarding his capacity to make financial decisions. This complaint has already been the subject of a final decision in which an Ombudsman concluded that whilst there was evidence that Mr B had made the bank aware of his mental health issues, this wasn't enough for the Ombudsman to conclude that the bank shouldn't have lent to Mr B, because it would be neither fair nor reasonable for the bank to refuse to lend to customers who suffer with their mental health. The Ombudsman also concluded that there was no firm evidence that Mr B lacked the capacity to make financial decisions.

Mr B has said that he made the bank aware of his mental health condition by calls, emails and by going into branch. Mr B hasn't provided any evidence in support of this such as (for instance) copies of emails, or times and dates of calls and visits to branch). That said, it doesn't appear to be disputed by NWB that Mr B has, in the past, made them aware of his conditions. NWB has acknowledged that these conditions should've been noted on its systems and has provided evidence to show that it has now taken steps to make sure that the conditions are noted.

I've thought about what level of compensation would be fair and reasonable to compensate Mr B for the bank's error in failing to note his conditions. As I've said above, I can't look into previous lending decisions. However, I appreciate that it must've caused Mr B some distress and inconvenience to discover that his conditions hadn't been noted. I've thought about this and on balance, I'm satisfied that the compensation of £100 already paid by NWB is a fair and reasonable sum, and in line with what this service would award.

I'm therefore of the view that NWB has done enough to resolve this complaint in a fair and reasonable way, and I won't be asking it to do anything further.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 January 2025.

Emma Davy  
**Ombudsman**