

## **The complaint**

Mr H complains that National Westminster Bank Plc refused to accept a cash deposit to his account with it.

## **What happened**

On 15 March 2024 Mr H tried to make a cash deposit of €4,900 at a NatWest branch. His intention was that the bank would convert the money to sterling and then credit his account. The bank said it could not complete the transaction but that, if he was able to demonstrate the source of the funds, it would be able to do so.

Mr H has explained that the money had been given to him by his mother and that she had withdrawn it from her account held overseas (Mr H is not a UK national). He provided a copy of the payment confirmation which had been issued when the withdrawal had been made.

However, when Mr H tried for a second time to make the deposit, with the additional paperwork, the bank would still not accept it. It suggested that Mr H exchange the cash at an exchange bureau. Mr H was unwilling to do that, because of the additional costs involved.

Mr H complained to NatWest and to this service. He suggested that the reason the bank would not accept the payment was because it was discriminating against him.

The bank said that it was within its rights to refuse cash deposits in certain circumstances. It did acknowledge however that it had given Mr H the impression that his payment would be accepted and offered him £50 in recognition of that.

Our investigator concluded that the bank's offer was fair and did not recommend that it do anything more to resolve the complaint. Mr H did not accept that and asked that an ombudsman review the case.

## **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.

The terms which applied to Mr H's account include (at clause 2.2) a list of reasons why NatWest might delay or not follow a customer's instructions, including instructions to pay in cash. That is, the bank was not obliged to follow Mr H's instructions in every case.

In addition, clause 5.5 allow the bank to apply limits to the amounts which customers can pay into or withdraw from their account. Those limits may change from time to time, and the bank can in some circumstances withhold information about those limits. Again, that shows that NatWest does not have to accept all payments into a customer's account.

Our rules allow us to accept evidence in confidence where we consider that it is appropriate to do so. In this case, NatWest has made submissions which it has asked be kept confidential. In my view that was a reasonable request, and so it has not been possible to share all of the bank's arguments with Mr H. I believe however that its reasons for declining

the deposit were reasonable and were not, as Mr H suspects may be the case, linked to his nationality or ethnic background.

Finally, I note that the bank accepted that it provided Mr H with misleading information. Specifically, it gave him the impression that the cash would be converted and paid into his account if he could provide evidence of its source. I agree that the information it provided should have been more circumspect – there was no guarantee that the cash would be accepted, even with that proof.

But I also agree that the bank's offer of £50 in recognition of its error is sufficient compensation in the circumstances, so I will simply leave it to Mr H to decide whether, on reflection, he is prepared to settle the complaint on that basis.

### **My final decision**

For these reasons, my final decision is that I do not uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 January 2025.

Mike Ingram  
**Ombudsman**