

The complaint

Mrs L and Mr L complain that National Westminster Bank Plc (NatWest) caused delays when trying to change Mrs L's bank account to a joint account. They've said the delays caused them severe financial loss and a lot of distress and inconvenience. They want NatWest to cover these costs and pay compensation.

What happened

Mrs L had a bank account with NatWest. In January 2023 she wanted to add Mr L to the account as they needed to provide proof of funds for a residency application they were making to relocate to Spain.

NatWest explained that they couldn't just add Mr L to the account, they would need to see identification and other information, which could be uploaded using their online platform.

Mrs L and Mr L tried to use the online platform, but they couldn't upload the required information in time. They spent time attending their local NatWest branch trying to get the issue sorted, but still couldn't do it. Unfortunately, during this time Mrs L and Mr L's documentation required for their residency application also expired.

By May 2023, Mr L had been successfully added to the account, but Mrs L and Mr L were unhappy with the customer service they'd received, and the delays caused. They complained.

NatWest responded to their complaint. They agreed that it had taken too long to add Mr L to the account and paid £250 compensation. They also acknowledged that the online platform Mrs L and Mr L had used contributed to the delays and meant the customer experience wasn't ideal. They paid a further £250 compensation to recognise this, bringing the total to £500.

Mrs L and Mr L remained unhappy. They said the delay in adding Mr L to the account meant they'd had to reapply for their residency. This had incurred costs for them, but also meant they'd had to find somewhere to live as they'd sold their property in the UK but couldn't relocate to Spain. They brought their complaint to this Service.

One of our Investigators started to consider the matter, but before reaching an outcome NatWest explained that they wanted to offer Mrs L and Mr L a further £250 compensation. The Investigator put this to Mrs L and Mr L, but they disagreed. They provided a breakdown of the costs they'd incurred because of the delay and said this totalled nearly £6,000.

The Investigator sent the breakdown of costs back to NatWest and asked for their thoughts. NatWest responded and explained that they wouldn't cover accommodation costs or council tax costs without evidence, but they were willing to pay a further £50 to cover some of the additional costs Mrs L and Mr L incurred when having to request documentation again for their residency application. This brought the total amount of compensation to £800.

The Investigator said that he thought this was fair in the circumstances. He didn't think

NatWest should have to pay the accommodation costs because Mrs L and Mr L couldn't provide evidence of making payments to cover the accommodation, only handwritten notes.

Mrs L and Mr L disagreed and asked for the matter to be considered by an Ombudsman. So, the complaint has been passed to me to consider.

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 understand from Mrs L's correspondence that this matter has caused her and Mr L significant stress and worry, and she has provided very detailed submissions to support her arguments. I'd like to reassure her that I've carefully read all the correspondence she's sent this Service. That being said, my decision won't address every point or comment raised. I mean no discourtesy by this, it simply reflects the fact our Service is an informal dispute resolution Service, set up as a free alternative to the courts. So, in deciding this complaint I've focussed on what I consider to be the heart of the matter, rather than considering every issue in turn.

Adding Mr L to the account and using the online platform

NatWest has accepted that they took too long to add Mr L to the account. They acknowledged the trouble Mrs L and Mr L had with using the online platform to upload identification and the knock-on impact this has had on them.

I've reviewed the correspondence, emails and account notes which give an idea of the troubles Mrs L and Mr L encountered. I'm satisfied Mrs L and Mr L attempted to add Mr L to the account in January 2023.

It appears that most of the issues occurred when Mr L had to upload a picture of himself, and the page froze. NatWest has explained that there's a 28-day limit to provide and upload the information before the online platform link expires. Mrs L tried to seek help from her local branch to help with the online platform, but they couldn't fix the issue. This meant the link expired and they had to start the process again.

In total it took nearly 5 months for Mr L to provide the necessary information to be added to the account. It isn't clear what the exact issue was, but NatWest has agreed that the time taken to sort the issue was too long. I agree with this.

The only outstanding issue left to decide is whether NatWest should have to cover the costs incurred by Mrs L and Mr L because of the delay.

Costs incurred because of the delay

Mrs L and Mr L have said that the delay caused by NatWest meant their application for residency timed out and they had to re-apply, requesting the re-issue of time sensitive documents. They've said that if Mr L had been added to the account in January when they requested, it's likely that their residency application would've been successful, and they would've moved to Spain in March 2023. Instead, Mr L wasn't added to the account until May 2023, and they had to start the residency application again. Between April 2023 and December 2023, they had to live separately – Mr L with his son and Mrs L with a friend.

Mrs L has provided a breakdown of the costs she incurred during this period, which she says were because of NatWest's error. This included costs for documents and certificates to be

re-issued, translated, and sent. And costs for accommodation from April to December for both her and Mr L.

I've given a lot of thought to the financial loss Mrs L and Mr L have said has happened because of the delay, but I do not think NatWest needs to pay anything further and I'll explain why below.

NatWest has agreed to pay £800 compensation for the distress and inconvenience caused. During some of its communication with us it's said that a proportion of this is to cover the additional documentation Mr L has had to re-apply for (which approximately equates to around £300).

But, while I agree NatWest caused a delay in adding Mr L to the account, I don't think I can hold them solely responsible for the financial loss caused.

Mrs L has explained that one of the requirements for the residency application was proof of funds from a joint account. Although I appreciate Mrs L and Mr L thought they'd be able to sort this quickly with NatWest, they weren't able to. And I think it would've been helpful for Mrs L and Mr L to ensure they had everything in order before setting a date to move to Spain, to avoid the situation they found themselves in. Or alternatively, once these issues arose with NatWest, I think they could've considered other ways to mitigate their losses, such as using a different bank account to show proof of funds.

Lastly, in May 2023 Mr L was added to the account which meant the residency application could be re-started. Whilst I appreciate this caused inconvenience to Mrs L and Mr L, I also note that in April 2024, Mrs L informed us that they still had not re-located to Spain. This suggests there was no guarantee that this would've all been sorted by March 2023 – which is when Mrs L said she hoped the applications would've been approved. Because of this, I don't think NatWest needs to cover the accommodation costs accrued by Mrs L and Mr L. I appreciate the situation Mrs L and Mr L found themselves in was distressing both financially and emotionally – but I cannot hold NatWest fully responsible for this.

I've seen that Mrs L has provided handwritten notes to support some of the payments she made to her friend that she was staying with. But our approach, when considering financial loss, is that it needs to be properly evidenced, this is to ensure we're being fair to both parties. Mrs L hasn't been able to provide evidence of the payments she says she made – such as bank statements that support the cash withdrawals, or bank transfers. Mr L also hasn't been able to provide any evidence to show payments made to his son's account where he was residing. So even if I thought NatWest should cover these costs, the evidence provided isn't enough for me to ask them to re-imburse Mrs L and Mr L.

I've no doubt NatWest caused significant stress and worry to Mrs L and Mr L – but they've agreed to pay £800 to compensate them for this. I think this is fair in the circumstances.

Putting things right

NatWest have already paid £500 compensation to Mrs L and Mr L. I agree they should pay an additional £300, bringing the total to £800. This is for the distress and inconvenience caused by the delays when adding Mr L to the joint account, for their poor customer experience and the inconvenience and cost of having to re-apply for new documents to be issued.

My final decision

National Westminster Bank Plc should pay Mrs L and Mr L a further £300 compensation,

bringing the total amount to £800.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 3 February 2025.

Rachel Killian
Ombudsman