

## **The complaint**

Miss R, as an executor and trustee of The estate of Mr R, complains about the service provided to her by National Westminster Bank Plc ('NatWest') in connection with trust accounts set up under Mr R's will.

The other executor and trustee has authorised Miss R to bring this complaint.

## **What happened**

For many years, Miss R received bank statements and letters concerning trust accounts which she operated jointly with another trustee. I'll call these the 'R trust accounts'. In June 2022, after she stopped receiving trust account information, she contacted NatWest. She learned that NatWest had decided it would no longer offer personal trust accounts – and that it would be closing the R trust accounts in July 2022.

She asked for statements and correspondence about this that had been sent to the other trustee. NatWest's trust team said she would need to provide identification documents before it would engage with her. But this was problematic for Miss R because she didn't hold a driving licence or passport and, as she lived in someone else's house as a full-time carer, she couldn't produce any utility bills in her own name that could have helped verify her identity.

Miss R was put to trouble and expense attending a NatWest branch to try and resolve outstanding issues.

Miss R complained to NatWest about the way it was handling things and said she wanted more time before NatWest closed the R trust accounts. NatWest partly upheld her complaint, as follows:

- it couldn't explain why she had stopped receiving trust account statements but said it had arranged for the last six months' statements and transaction history to be sent to her (and waived the charge for this).
- It apologised that its Trust Department hadn't received a letter from her regarding statements and copy letters. NatWest said that the letters it had sent about the closure of the trust accounts were only sent to one party and these went to the other trustee on this occasion. NatWest said it couldn't provide a copy and suggested she speak direct to the other trustee. NatWest acknowledged that when speaking to its Trust Department Miss R hadn't received the level of customer service she was entitled to expect.
- It confirmed that trust account closure would go ahead on the planned date (11 July 2022) and the date couldn't be extended as Miss R had asked. NatWest said it couldn't uphold this part of her complaint as it was following correct process and there had been no bank error.

- It said the R trust savings account had already closed on 15 June 2022 and the funds moved to a suspense account. NatWest told her how the trustees could reclaim these.

By way of apology, NatWest paid Miss R £20 to cover taxi costs and £50 towards the cost of care she'd had to arrange so she could attend the branch.

Miss R didn't feel this was enough to resolve her complaint and she felt she was entitled to more compensation, particularly in respect of additional care costs she'd personally incurred whilst she'd been dealing with R trust account issues. Correspondence continued. NatWest explained the documents it could accept as verification of Miss R's identity but confirmed it was unable to re-open the R trust accounts which were now closed. NatWest said it couldn't reimburse care costs of more than £1,300 that she wanted it to pay, saying '*...we do not pay out in a professional capacity*'. But NatWest offered her a payment of £250 compensation.

Unhappy with this, Miss R brought her complaint to us, saying that NatWest should compensate her much more substantially. She wanted payment to reflect the trouble and upset she'd suffered and expenses she'd personally incurred in the course of her work as a trustee of the R trust accounts.

Our investigator looked into the complaint but didn't recommend upholding it. In brief summary, she said NatWest had been entitled to make a commercial decision to withdraw from personal trust accounts. It had given more than the required amount of notice when communicating this information. She sympathised with the position this had left Miss R in and acknowledged the difficulties she'd had providing the necessary proof of identification to satisfy NatWest's security. Although Miss R had stopped receiving statements, she said that was because they'd been sent to the other trustee since this was the address NatWest held on file for the trust accounts.

She also explained that we don't have power to award Miss R compensation in her personal capacity as she was acting as a trustee when dealing with the R trust accounts. She said we could only award compensation if NatWest's actions had resulted in financial loss to the estate. Overall, taking into account the compensation NatWest had already paid and the offer to pay Miss R a further £250, our investigator didn't feel she could fairly ask NatWest to do anything more.

Miss R strongly disagreed with the investigator's view and, following further correspondence, she asked for an ombudsman to review the complaint. She described her ongoing dealings with NatWest and asked us to consider an additional issue concerning the other trustee. She also voiced concern about the '*the possibility of serious malpractice somewhere within NatWest*'. She would like NatWest to pay her around £3,000 overall to reflect distress and inconvenience she's suffered. Miss R also wants NatWest to cover lost interest and additional costs, including anticipated solicitor's fees for their work dealing with reclaiming the money held in the closed R trust accounts.

### **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 carried out an independent review and having done so, I've reached the same conclusion as our investigator. I appreciate that Miss R would like answers to questions she has asked – and I may not have addressed every single point raised. It doesn't mean I haven't taken into account all the considerations I need to keep in mind. It just means I haven't needed to specifically refer to everything Miss R has mentioned in order to reach a fair decision.

I don't doubt Miss R when she says that she has suffered significant distress and inconvenience dealing with this matter. I'm aware Miss R feels strongly that she should be entitled to receive compensation but that's not something I could ask NatWest to pay her.

I say this because this complaint arises out of a relationship that is held by the R trust and estate with NatWest. While Miss R is eligible to represent the trust (and estate) and bring its complaint to us – I have to consider the impact of any acts or omissions on the R trust as NatWest's customer, rather than on Miss R personally. That limits what I can consider when Miss R has asked us to focus on the question of losses she's incurred in her personal capacity when representing the trust.

Whilst I can understand why Miss R wants me to widen the scope of my review to include her ongoing concerns about her dealings with NatWest, this is not within the remit of this complaint. If Miss R has further cause for complaint that goes beyond the scope of the complaint she brought to us in September 2022, then she needs to first tell NatWest what her concerns are, so it has an opportunity to respond. If she still feels unhappy after that, she may be able to bring a new complaint to this service. We can't award redress for any complaint where the financial business hasn't first been given a chance to put things right.

I've thought about the main complaint issues that Miss R has mentioned.

*NatWest stopped sending Miss R statements and letters concerning the R trust accounts.*

NatWest said the R trust account had been marked to show that additional statements were to be sent – and Miss R had been getting these. But NatWest said that it could only hold one correspondence address for customers. So in line with this, statements and correspondence, including notification about closing the trust accounts, had more recently only been sent to the address recorded on NatWest's system. It's unclear why things changed and Miss R stopped receiving trust account information from NatWest. But NatWest arranged to send her the statements and transaction history she was missing (and the accounts are now closed), so it doesn't need to do more to put this right. And I can't fairly say that NatWest was responsible for Miss R not receiving trust account information concerning account closure when NatWest could only send account information to the address held on record for the account – and that wasn't the address where Miss R was living at the time.

*NatWest's decision to close the R trust accounts*

I can completely understand why this made things difficult for Miss R. But a financial business is free to choose what services to offer and to amend or withdraw existing products. NatWest was entitled to decide that it no longer wanted to continue offering personal trust accounts and to close existing trust accounts. I'd still expect it to communicate that information to affected trustees in a fair and reasonable way. I am satisfied that NatWest did so, by sending notice letters in February 2022 to the registered address for the R trust accounts, giving six months advance warning that it would be closing personal trust accounts. NatWest's terms and conditions required a minimum 60 days' notice, so NatWest didn't do anything wrong when it closed the R trust accounts in June and July 2022 – even though this was against Miss R's wishes.

I am aware that Miss R has raised some further concerns about NatWest's handling of matters relating to the R trust accounts. But I can't usefully add to what the investigator has said already about these matters and, as I've explained above, I can't comment further on issues that weren't part of Miss R's initial complaint.

Ultimately, I haven't seen enough to show that NatWest did anything wrong that it hasn't already put right or that it treated the R trust in a way that wasn't fair and reasonable. And I haven't been provided with information to show that the R trust accounts have been adversely impacted by anything NatWest didn't do correctly or because of NatWest acting unfairly or unreasonably. This means I can't uphold this complaint or tell NatWest to increase the compensation it has offered.

NatWest has however confirmed to us that it is holding open a previous offer it made to Miss R to pay her £250. So Miss R should contact NatWest direct to take up this offer if she so wishes. As that offer was made to her personally, rather than the R trust which is the eligible complainant here – it will be for her to decide if she wants to accept that.

I hope that setting things out as I've done helps Miss R to understand how I've reached my conclusions.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr R to accept or reject my decision before 27 March 2025.

Susan Webb  
**Ombudsman**