

The complaint

Ms M complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) won't delete a recording of an in-branch appointment she attended.

What happened

Ms M had an in-branch appointment with NatWest to discuss her finances - known as a 'financial health check'. Ms M had initially set up the appointment to discuss potential future mortgage options, but it was decided a financial health check was more appropriate for Ms M's needs at that time. Ms M consented to the appointment being recorded.

Some weeks later, Ms M contacted NatWest and requested the recording be deleted. NatWest said it would treat this as a complaint; however, a complaint was not logged. Ms M contacted NatWest again the following month about her request, and that it hadn't been responded to. NatWest apologised the complaint wasn't previously logged. It didn't uphold Ms M's complaint. It said she had consented to the recording of the appointment.

Ms M clarified that her complaint wasn't that she didn't consent to the recording – she agreed she did consent at the time. But she now wanted the recording to be deleted. NatWest didn't change its response so the complaint was referred to our Service.

Our Investigator thought Ms M had brought her complaint too late for us to consider, as it had been more than six months since NatWest had issued its final response letter. He said even if it had been brought in time, he didn't think Ms M was complaining about a regulated activity. Ms M didn't agree and reiterated that her complaint was that she wanted the recording deleted, not that she didn't consent to it being recorded at the time.

The complaint was referred for an Ombudsman's decision. I contacted NatWest and asked if it had responded to Ms M's complaint point about whether it would delete the recording, and if it hadn't, if it would consider deleting it now. NatWest agreed this complaint point hadn't previously been considered, so it hadn't been referred to our Service too late. But it said it wouldn't delete the recording.

I contacted both NatWest and Ms M to set out what I was intending to say in my decision. In my email to NatWest I said,

"I've considered whether I think this is a complaint about a regulated activity, as the Investigator had indicated he didn't think it was. I'm intending to say it is. Ms M's complaint is about the service of providing a financial health check and the way her data has been recorded as part of this. I'm intending to say this falls under DISP 2.3.1 (6) providing ancillary banking services, and the carrying on of this activity would include how Ms M's personal data from the service is held.

I've thought about what NatWest has said about why it hasn't complied with Ms M's request to delete the recording. I'm intending to say I don't agree, and NatWest should delete the recording as requested. The evidence suggests Ms M did consent to the appointment being recorded. But its apparent she's since withdrawn that consent and has requested the

recording be deleted. Ms M has a right to erasure and NatWest should comply with her request to delete the recording unless it has good reason to refuse it. NatWest has said its reason for refusing it is so it can refer back to the recording should any future complaints be raised, and it's also explained it could be regulatory in nature if it was a sales call - this was not a sales call. I'm not persuaded that needing to refer to the recording in case of any future complaint is appropriate reason to refuse Ms M's request for erasure of the recording.

So, I'm intending to uphold Ms M's complaint and direct NatWest to delete the recording and pay Miss M £150 for the preventable distress and inconvenience she has been caused by NatWest not doing so in the first instance."

I gave both parties one week to provide any comments on what I was intending to decide. NatWest responded to clarify if the reason it was being asked to delete the recording was only because it was not a sales call. Ms M asked if the award could be increased to £250 in light of the length of time the issue has been ongoing and the impact on her well-being.

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.

Having reviewed everything again, including NatWest and Ms M's response, I've not departed from my original conclusions as set out in my email (above) to both parties.

Ms M has made it clear she has withdrawn her consent for the recording of the appointment, and she's requested it be deleted. Ms M is entitled to request this. NatWest should comply with requests of this nature, unless it has good reason not to do so.

NatWest's reasoning here is that it needs to retain the recording in case of a future potential complaint. It's also said it needs to retain recordings of sales calls as they may be regulatory in nature. This is not a sales call, so this isn't relevant here. And I don't consider needing the recording in case of a future complaint is a fair reason to retain it when a consumer has withdrawn their consent and requested its deletion. So, in the circumstances of this complaint, I don't consider it is fair for NatWest to decline Ms M's request to delete the recording.

NatWest has clearly made an error here by not responding to Ms M's request sooner and deleting the recording. It's taken considerable effort on Ms M's part to sort this out which has caused her distress and upset. So, it's only right that NatWest compensates her for this. I'm grateful to Ms M for sharing details of her personal circumstances with our Service. I won't repeat what she has said here, but I've considered what she has said carefully and I'm sorry to learn of the difficulties she faces. While I don't underestimate the impact this ongoing complaint will have had on her – I still consider £150 is fair compensation in all the circumstances of this complaint.

My final decision

I uphold Ms M's complaint.

NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY should:

- Delete the recording of Ms M's in-branch appointment
- Pay Ms M £150 directly

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 23 July 2025.

Emma Taskas
Ombudsman