

The complaint

A company, which I will call N, complains that as a result of poor service by National Westminster Bank Plc ('NatWest') it incurred substantial loss of interest on a sum of money it had instructed NatWest to deposit in a Treasury Reserve.

Mrs E, who is a director of N, brings the complaint on behalf of N.

What happened

N received a seven-figure amount in Euro after completing an overseas transaction. Mrs E discussed N's plans for the money with a relationship manager at NatWest. On 11 September 2024, Mrs E instructed NatWest to place the money on deposit for a two-month fixed period into a Treasury Reserve where it would earn interest over an agreed term. She was told that NatWest would phone her in the event of any problems.

On 12 September 2024, Mrs E received an email from NatWest's Deposit Dealing Desk. She saw information in the first paragraph of the email that confirmed the account was opened. But she has admitted that she didn't read the rest of the email which explained that a reply was needed and she had to confirm if she wished to continue with the Treasury Reserve deposit.

As a result, she mistakenly assumed that the deposit had been completed and she took no steps to respond to the email.

On 29th October 2024, Mrs E enquired about when the expected deposit interest would be received. She found out then that the funds were still in N's Euro account and hadn't been deposited as she'd requested. Mrs E was unhappy that neither the relationship manager, with whom she'd had detailed discussions about the money, nor anyone else at NatWest had called her about the issue – despite knowing her intentions and having said they would phone in the event of a problem.

NatWest didn't uphold N's complaint about what happened. It apologised that Mrs E felt that the relationship team had not provided enough support. But NatWest didn't uphold N's complaint saying that the final responsibility rested with Mrs E as she'd failed to respond to an email requiring her further instructions in order to proceed.

When N brought this complaint to us, the investigator didn't uphold the complaint. In summary, the investigator felt that NatWest had acted fairly and reasonably. The investigator said the subject line and the rest of the email had made it clear that Mrs E needed to act in order for the funds to be deposited. And whilst the investigator was sympathetic, she felt it was reasonable to expect Mrs E to have read NatWest's email in full – and had she done so, she would have been aware that it was up to her to take action in order for the funds to go on deposit.

Mrs E disagrees, so this complaint has been passed to me to make a decision. She mainly feels that NatWest well understood what had been agreed and it had already taken action to set things up – opening four accounts solely for the purpose of servicing this deposit. She

says NatWest was aware that it was difficult for her to deal by email on her mobile and that she ‘...*couldn’t see full email interest rates on mobile.*’ She’s upset that she was told to expect a phone call if there was any problem but that NatWest didn’t call her. Mrs E feels very let down because she’s been a longstanding customer and she is dismayed by the service provided on this occasion and NatWest’s response to this 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.

Having done so, I’m not upholding this complaint. I’ll explain my reasons.

As I understand the crux of this complaint, N is mainly concerned that NatWest well understood what the plan was for the money in N’s Euro account yet failed to follow up with Mrs E when it should have realised that she might not have been able to see the email it sent, despite having told her that it would contact her in the event of a problem.

In order to uphold this complaint and award the redress N is seeking I would have to find that NatWest made an error or acted in a way that wasn’t fair and reasonable and this led to N suffering financial loss or some other detriment. So this is the focus of my decision.

I am satisfied that NatWest acted promptly on N’s instructions, emailing Mrs E the next day with confirmation that the account had been opened as instructed. And I consider the way the email was set out made it reasonably clear that her further instructions were needed to complete the deposit.

I don’t think that was an unreasonable request given that the indicative rate for N’s deposit amount on 12 September was lower than the rate NatWest had quoted to Mrs E the day before. So I’d reasonably expect NatWest to require confirmation that N wished to proceed before simply going ahead.

Mrs E saw the email on her mobile phone and read only the first paragraph which confirmed the account was opened. This was correct information – but it didn’t mean that N’s money had been transferred into the Treasury Reserve. Mrs E said she: ‘... *did not scroll down to actual small print stating reply was necessary. If header says account opened you presume that account is in fact opened...*’

The subject header clearly indicated (in bold capitals) ‘RESPONSE REQUIRED’.

We expect consumers to take reasonable steps themselves to limit the impact of things going wrong. Here, I think the onus was on Mrs E to engage with NatWest and confirm her instructions so it could proceed with placing N’s money on deposit. I can’t fairly hold NatWest responsible for the fact that Mrs E didn’t read the email in full. I wouldn’t reasonably expect the relationship manager team to act further when the email from the deposit desk (which she’d been told to expect if the interest rate reduced) made clear that her further instructions were required in order to proceed.

I don’t think the relationship team had any particular reason to think there was a problem warranting a phone call when the deposit desk had set up the Treasury Reserve and was awaiting further instructions from Mrs E.

I appreciate that it was sometimes difficult for Mrs E to get full access to her emails and account information. But Mrs E was aware this could be an issue. Given that getting N’s money on deposit was the priority here, I think it’s reasonable to expect Mrs E would put

necessary arrangements in place to enable her to keep track of this matter – and she could have phoned NatWest herself to check on the position. NatWest made Mrs E aware that she would receive a completed confirmation letter by post from the Deposit Dealing Desk when the deposit had been placed. So I think Mrs E could have realised when that didn't happen that the deposit hadn't completed and been prompted to follow this up sooner. In these circumstances, it wouldn't be fair or reasonable to hold NatWest responsible for what happened.

All in all, I'm satisfied NatWest hasn't treated N unfairly or unreasonably.

My final decision

For these reasons, my final decision is that I don't uphold N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask N to accept or reject my decision before 10 April 2025.

Susan Webb
Ombudsman