

The complaint

Mr I is unhappy with National Westminster Bank Plc. Mr I made an international payment for approximately £10,000 to a family member abroad to deal with a family emergency.

What happened

Mr I made the payment on 13 January 2025. It was expected to arrive on 15 January 2025. When it didn't arrive he continued to make contact with NatWest on a regular basis starting from 16 January. The transfer was delayed for further compliance checks. Mr I said this wasn't the first time he had suffered delays like this. Mr I complained.

NatWest said due to the compliance concerns some further personal details were required. It accepted Mr I hadn't received a good overall service. It apologised and said it hoped future dealings with Mr I would be of a much higher standard. It accepted it had caused Mr I frustration and hadn't given him correct information from the start.

NatWest said it was closely monitoring the situation and would continue to follow up with the beneficiary bank to get the matter resolved. NatWest said it would inform Mr I immediately when the money was successfully transferred. It sent Mr I £80 as compensation. This was made up of £50 for the distress and inconvenience caused and £30 for travel costs.

Mr I remained unhappy and brought his complaint to this service.

Our investigator upheld the complaint. She said there was more NatWest could have done. She noted NatWest didn't keep Mr I up to date with information around what was going on with the payment. It said it would but then during the investigation said it was down to Mr I to confirm the beneficiary had received the funds. Our investigator said NatWest should offer a further £50 compensation on top of the £80 total already offered.

NatWest agreed to this.

Mr I didn't he said this wasn't enough. He asked for his complaint to be passed to an ombudsman for a final decision.

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.

Mr I said when he first contacted this service he didn't know what had happened to the money. Mr I said NatWest told him he had to wait to bring a complaint. He wasn't sure when the money was going to be released, and it needed to be, as it had been sent to deal with a family emergency.

Mr I said he gave NatWest the information it needed on 17 January. He said the ongoing delay was stressful and frustrating. He had to spend time visiting a branch to try and resolve

the matter. Mr I said this was a transfer to the same recipient with the same information as he had problems with the last time.

NatWest said it asked for the extra information in its final response letter dated 24 January. It acknowledged that Mr I had made the two visits to branch on 16 and 20 January to resolve the problem. It agreed better information could have been given to Mr I first time he asked what the problem was. But it did also say it would update Mr I once the funds had reached the other account.

NatWest referred to its terms and conditions:

"7. Liability

7.1 The Bank does not accept liability for any loss arising from any cause beyond the Bank's control or for any delay in transit or for any failure in the Payment reaching the intended Beneficiary's account, unless such delay or failure is caused by the negligence or wilful default of the Bank."

It continued:

"7.2 When the Payment is a Booked Payment, the Bank won't be responsible for any acts or omissions of NatWest Markets under the NWM Terms of Business. NatWest Markets' responsibility will be limited to that provided for in the NWM Terms of Business. NatWest Markets won't be responsible for any of the Bank's acts or omissions under these Terms. 7.3 The liability of the Bank under this Clause 7 shall be limited to that provided for in the Account Agreement and these Terms. Notwithstanding any other provision of these Terms the Bank shall have no liability for, and may delay or refuse to process or proceed with processing any Payment, without giving notice or reason to the Customer or the Beneficiary if:

(i) in its reasonable opinion it is prudent to do so in the interests of crime prevention or following advice from any governmental or regulatory (in each case either domestic or international) authority; or

(ii) such delay or refusal is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems."

NatWest said this meant there had been no error regarding the compliance request. It said the delay in crediting the other account was down to the beneficiary bank. NatWest said it had no control of this.

There could be some potential differences over dates between the parties. But in conclusion NatWest confirmed the information was sent on 24 January to the recipient bank. It said it chased further on 30 January and the recipient bank responded on 31 January to confirm the transfer had successfully been made on 27 January.

However, in other correspondence NatWest said *"The reason we could not make the payment on Friday the 17th of January after Mr I provided the necessary compliance information on the call was that it had missed the cut-off time to process payments that day and due to the weekend could not be processed till the next working day Monday 20th of January."*

This could be about other factors to allow the initial transfer or it could be that there is some confusion. This is regarding when details were received, when these were passed on, and who would be letting who know when the payment was made. In some correspondence

NatWest said this was down to Mr I to let it know, and on another occasion, it said it would let Mr I know.

But I can see NatWest did acknowledge its service hadn't been at the expected standard, apologised and made the total offer of £80. And I note as mentioned above that the funds did turn up in the required account on 27 January.

I think the £30 paid for travel costs by NatWest was reasonable. This was paid as Mr I needed to visit the branch on two occasions in his personal attempts to resolve the transfer payment going through.

In terms of the compensation for distress and inconvenience I do think NatWest could have done more and offered more help to Mr I to get the matter resolved. And I think there may have been some confusion and NatWest certainly provided some incorrect information to Mr I. So, although I understand and I accept the points made by NatWest about its terms I do think it should have been able to deal with Mr I's enquiries and requests much better. There's no doubt Mr I was concerned and this added to the impact on him. He was also clear about what the money was being sent abroad for.

So, I think NatWest should increase the compensation for distress and inconvenience from £50 to £100. I think that more fairly and reasonably represents the difficulties NatWest created for Mr I. This would take the overall total compensation to £130.

Putting things right

Pay Mr I a further £50 compensation for the distress and inconvenience caused.

My final decision

I uphold this complaint.

I require National Westminster Bank Plc to:

Pay Mr I a further £50 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 22 July 2025.

John Quinlan
Ombudsman