



## **The complaint**

E Limited ('E'), represented by Mr S, complained about NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY, saying the service it provided led to E paying for banking services that were also available free of charge.

Mr S is a person authorised to bring this complaint on behalf of E.

## **What happened**

Mr S complained that when setting up banking services for E in 2015, NatWest's relationship manager (and his assistant) directed E to take out Bankline, a paid-for banking service, whilst failing to make clear that many of the features that might be useful to E were also available free of charge via online banking. Mr S said he only became aware of this in June 2024 when prompted by an email from NatWest to check whether Bankline was the right option for E.

NatWest upheld the complaint in part. It mainly said that E had signed up to Bankline and agreed the terms and conditions, so it wasn't willing to refund any fees. It said online banking was always available via its website, although the £20,000 daily payment limit might not have worked for E. But NatWest acknowledged that as only Bankline links were sent to E in 2015, this was a shortcoming in the service provided. In recognition of this, NatWest arranged a £200 credit to E's account by way of apology.

Our investigator thought this was a fair outcome and didn't uphold E's complaint. On behalf of E, Mr S disagreed so E's complaint came to me 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.

I've carried out an independent review and having done so, I've reached the same conclusion as our investigator.

I appreciate how strongly Mr S feels about this complaint and I don't doubt that he's certain about what he's told us. He said he relied on the relationship manager and his assistant when arranging banking services for E. He feels E was effectively mis-sold a fee paying service when free online banking would have been an option.

There's only limited information available now about what exactly was discussed between NatWest and Mr S in 2015. I've taken into account that Mr S said he relied on the relationship manager for guidance and his understanding was that E was required to have Bankline as part of having a business account with NatWest - so Mr S felt he was misinformed about the options available.

It wouldn't be reasonable to expect Mr S to be able to recall word for word discussions that took place so long ago. Equally though, it means that NatWest is limited in what it can provide because of the passing of time. So while I've carefully considered what Mr S has told

us, this alone isn't enough to uphold this complaint. Instead, I have to consider all the circumstances of this complaint and where evidence is unavailable or contradictory (as it is here) then I base my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Whilst there's no record of discussions between Mr S and the relationship manager (or his assistant), Mr S has provided an email exchange which I've relied on in coming to my view.

Mr S asked NatWest: *'...I have a cheque book and paying in book, and receiving statements, but no debit card / details of online banking. Who is best to speak to about this?'*

NatWest's response was: *'I will get my assistant...to email you over a debit card application. Please complete and return to me.'*

This was shortly followed by an email with the debit card application form attached and a link to NatWest's online Bankline registration pages. These included a fact sheet and the terms and conditions for Bankline, which E would have had to agree and sign up to in order to be able to use the service.

Mr S has also sent me details of another email thread in April 2015, after he'd signed E up to Bankline, when he told NatWest: *'...Last time I logged into Bankline, it didn't appear to be what I needed unless I wasn't going into the right options?'* and *'...Unless I'm missing something it's not what I was expecting and not what I meant when I said I wanted to be able to do "on-line banking"'*

NatWest replied suggesting that E should phone the Bankline helpdesk for assistance – and provided a contact number to ring. The Bankline fact sheet, which I think would have been available to see when Mr S enrolled E in Bankline, also included the helpline number for enquires about the service and said: *'...If you'd like help deciding on your digital options, give us a call on the number below.'*

NatWest answered Mr S' questions by providing links to information sources where he could find out more information. I haven't seen that NatWest made any recommendation to E – and I've seen nothing to suggest this was an 'advised' sale. NatWest's responsibility was to provide clear fair and not misleading information. There's nothing in Bankline's terms and conditions that suggest Bankline is a mandatory requirement of business banking. I appreciate that Mr S had inferred this, in part from the above email exchanges. But I think it's fair for NatWest to say that information about its online banking services was easily accessible on its website, so readily available if this was an alternative that E wanted to consider. I'm mindful that Mr S was setting things up for E online and via email chats with the relationship manager – so I think accessing online information would have been something he was able to do. There was no obligation on NatWest's part to specifically draw E's attention to online banking.

This leads me to conclude, on balance, that NatWest made available to E sufficient information:

- to make E aware that Bankline was an optional product and
- to enable E to decide if Bankline was right for it.

In the event, NatWest drew Mr S' attention to the option of online banking for E in 2022, at the same time providing a link and instructions explaining how to apply. E did subsequently set up online banking – but not until some 6 months later, in July 2023.

E also continued to use Bankline alongside online banking until November 2024 and did not de-register from the service until February 2025.

All this tends to suggest to me that, on balance, it would have looked to NatWest that Bankline was a facility that served E's purposes and that E continued to have a use for, even when online banking was another option it had in place.

I've thought carefully about what Mr S said about NatWest's email sent 19 June 2024 asking '*.. Would Online Banking be better for you? Switching to Online Banking could save you money*'. He suggests this indicates that NatWest knows it has customers who are unaware they are paying unnecessarily for Bankline and this is a wider complaint issue. But I don't agree – I've seen no evidence to suggest this is a systemic problem and NatWest has told us it was simply undertaking a review, which I think it's reasonable to expect a financial business to do from time to time. In any event, it doesn't affect the outcome of E's complaint because I have already found that NatWest had drawn E's notice to the online banking option in 2022.

In order to uphold this complaint I would have to find that NatWest didn't treat E in a fair and reasonable way overall or that it hadn't done enough to put poor service issues right. For all the reasons I've explained more fully above, I don't consider that I can uphold Mr S' complaint that Bankline was effectively 'mis-sold' to E.

But NatWest agrees that it could have provided a better service by responding more helpfully to emails Mr S sent in March/April 2015 when it was clear he had questions about Bankline. So I've thought about what's fair and reasonable to put things right in this situation. All in all, I consider that NatWest's £200 compensation payment is fair and reasonable in these circumstances and adequate redress for E in this particular situation.

### **My final decision**

My final decision is that I don't uphold this complain, as I am satisfied that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY has already done enough to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask E to accept or reject my decision before 5 June 2025.

Susan Webb  
**Ombudsman**