

The complaint

Mr M complains about the level of service The Royal Bank of Scotland plc provided when he raised a complaint about the conduct of one of their advisers. He's also said they failed to adequately explain how interest is charged on the overdraft he has with them.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

Having considered everything, I've reached the same conclusions as our Investigator. I'll explain my reasons why below:

- Mr M complained to RBS about the tone used by one of their advisers when speaking with him on the phone. RBS were unable to locate the recording of this call, but accepted Mr M's version of events and explained the adviser's manager would provide feedback. Mr M wasn't happy with this as he felt someone independent should do this. However, RBS' complaint handler explained that was their process and eventually agreed to get back in touch with Mr M once feedback had been given to the adviser. However, that did not happen.
- I need to start by explaining that our powers do not allow us to tell a business what their complaint process should look like or how their staff should be performance managed. So, I've not made a finding on this. Rather, I considered whether Mr M received the level of customer service I'd expect. And having considered his call with RBS where this was discussed, and information provided by Mr M and RBS, I can see why Mr M was unhappy with the service he received.
- It isn't particularly common to see a business get back in touch with a customer to discuss the specific steps they've taken with an employee. So, had RBS not offered to do this, I wouldn't have concluded they'd treated Mr M unfairly by not calling him to discuss things once feedback had been given. However, they did agree to update Mr M once this happened, so it's disappointing to see they didn't do what they'd promised. Mr M's strength of feeling regarding his complaint was clear to hear in the call, so it was foreseeable that not following through with the promise would cause him distress and inconvenience. So, I do think an award is warranted for RBS' mistake.
- RBS agreed with the £100 award suggested by our Investigator, and I think that's fair in the circumstances. I say this because I'm satisfied it fairly acknowledges the disappointment Mr M experienced by not receiving the update he expected. I don't

think a higher award would be fair - or anything further needs to be done regarding this complaint point. That's because Mr M was always aware RBS upheld his complaint about the tone used by their adviser. I don't agree getting confirmation the feedback had been given fundamentally changes anything as RBS had already admitted and accepted their adviser could have provided Mr M with a better level of customer service.

- Mr M also complained that RBS failed to properly explain how interest is applied to his account. Having reviewed everything, I don't consider this complaint point should be upheld. I say this because I'm satisfied RBS' 17 February 2024 letter provided the information I'd expect.
- RBS' letter sets out interest is charged on overdrawn balances in line with the terms and conditions of Mr M's account. They also explained what his overdraft limit is, that his account is currently in credit, and that interest would be charged on his overdrawn balance between 31 January and 29 February 2024. I appreciate this letter didn't also set out that interest is charged daily, but I don't consider that omission is significant enough to warrant an award. I say this, because RBS referenced the charging of interest is set out in the terms and conditions, and when those terms are read in conjunction with the letter, there is clear information about how interest is charged. Ultimately, I'm satisfied RBS explained and directed Mr M to the information he needed regarding the way interest is charged on his account.

For the reasons above, I'm upholding Mr M's complaint – albeit not in the way he hoped.

My final decision

My final decision is that I'm upholding Mr M's complaint about The Royal Bank of Scotland plc.

To put things right, The Royal Bank of Scotland plc should pay Mr M £100 in recognition of the distress and inconvenience caused by their mistake.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 September 2025.

Sarrah Turay
Ombudsman