

The complaint

Miss B has complained that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") started charging her a monthly fee for a Select Platinum packaged account.

Miss B is unhappy with this because, when she left NatWest, she says she was told she'd get the Select Platinum account for free (due to her being an ex-staff member). Miss B says that she was not informed that the monthly fee would start to be applied to her account.

What happened

NatWest issued its final response letter to Miss B's complaint on 5 November 2024 and upheld the complaint in part. NatWest paid Miss B £50 for being told incorrect information, and also paid Miss B £40 to cover the next two months of account fees. NatWest also paid Miss B £1.55 for an unpaid item fee that Miss B had incurred.

After Miss B referred her complaint to this service, one of our investigators assessed the complaint and they concluded that what NatWest had already done to put matters right was reasonable in the circumstances.

Miss B disagreed with the investigator's assessment, so the matter was referred for an ombudsman's decision.

I issued a provisional decision, explaining why I was minded to uphold the complaint, on 22 August 2025. I have included an extract of my provisional decision below and it forms a part of this decision.

"What I've provisionally 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.

We've explained our approach to complaints about packaged accounts on our website and I've used that to help me decide this complaint. And having considered everything, I'm currently minded to uphold this complaint. I will explain why that is below.

Miss B had a fee-paying Select Platinum account that she was able to have without paying the monthly fee, as a benefit of being an ex-member of staff. However, NatWest made changes to the benefits its staff and ex-staff members could receive. Following this change, this resulted in Miss B being charged the full monthly account fee.

Miss B says that she was not given any notice that NatWest would start charging her a monthly account fee for her Select Platinum account. Whereas NatWest says that it sent a notice of variation letter in March 2022, explaining that Miss B would be charged the standard monthly fee from May 2022.

When the investigator asked NatWest for evidence of the letter it sent to Miss B, it has been unable to provide a copy of the letter. So we asked NatWest for any other supporting evidence it may have that it had written to Miss B about the monthly fee, since it started charging her for the Select Platinum account. But NatWest has not been able to provide any evidence that it had notified Miss B that it would start charging her, or indeed that it was charging her. I understand the only time this would've been made clear is on the account statements. NatWest has provided copies of annual eligibility statements, but these only confirmed that Miss B had a Select Platinum account (which she already knew she had). But they didn't make it clear that Miss B was being charged for the account.

NatWest did say that Miss B was being sent notifications of pre-advice of charges. But NatWest has since confirmed that these did not mention the monthly account fee, unless that is, other charges have been applied in the same charging period. Indeed, Miss B only realised she was being charged the full monthly account fee, as she'd incurred an unpaid item charge, and when she saw the notification of charges, she also noticed the monthly account fee had been included.

Therefore, based on everything I have been provided with, I've not seen evidence to show that NatWest had informed Miss B that she would be charged for her packaged account.

NatWest is entitled to make such a decision to remove such a discount, but it must give reasonable notice to affected account holders, to provide them with a reasonable opportunity to consider their options. And given that NatWest's records suggest that Miss B has been charged the full packaged account fee since at least December 2021, then I don't find it plausible that Miss B was sent a notice of variation letter in March 2022 that NatWest says it sent, given that she was already being charged the full amount in account fees by then.

So, had things gone as they should've and NatWest had informed Miss B that it would start charging her the full amount for her packaged account – which until then she'd been able to get for free – I think it's likely that Miss B would've downgraded her account to a fee-free account. I say that because that is what Miss B did do when she discovered she was being charged the full amount for her packaged account. So I think NatWest's failure to notify Miss B that it would start charging her for her packaged account has caused Miss B a financial loss.

I appreciate that Miss B has been charged the monthly account fee since at least December 2021, and naturally, I do question how Miss B had not noticed this monthly fee debiting her account for such a long period of time. But having said that, Miss B says she wasn't informed that she'd be charged for the packaged account (that she'd received for free for a number of years); and NatWest can't prove it had informed Miss B that it would start charging her – even though we're referring to events that occurred around 3 years prior to when Miss B raised her complaint. So I don't think it's reasonable to say no refund of account fees is warranted simply because Miss B had failed to notice on her statements that NatWest had started charging her for a product she'd had for many years for free. So in the circumstances, I currently think it's fair that NatWest refund Miss B for the Select Platinum account fees, since it started charging her from around November 2021.

Putting things right

To put things right for Miss K, I'm currently minded to say that NatWest should refund Miss B all of the Select Platinum account fees that she's paid since November 2021.

Also, because Miss K has not had the benefit of that money in that time, I think that 8% simple annual interest should be paid on those fees, calculated from the date of each fee, to the date of settlement.

If NatWest considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss B how much it's taken off. It should also give Miss B a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs, if appropriate."

After I issued my provisional decision, both NatWest and Miss B responded.

NatWest said it had nothing further to say in defence of the complaint. Miss B said she accepted the decision, although she did question when exactly the packaged account fees started to be charged, as I'd said they were charged 'from around November 2021'. Miss B asked if NatWest had evidence of when the fees started to be charged.

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 reconsidered everything, and as neither side provided anything new, I see no reason to reach a different outcome than the one I reached in my provisional decision.

Miss B questioned when exactly the fees started to be charged and asked if NatWest could provide evidence. To clarify this point, NatWest did provide evidence of when the monthly packaged account fees were debited from Miss B's account when it provided us with its file on Miss B's complaint. The first packaged account fee – which would've been marked as 'CHG TO' on Miss B's statements – looks to have been £9.29 and this occurred on 26 November 2021. The following month, the full £18.00 packaged account fee was taken from Miss B's account on 29 December 2021.

So, as the amount charged in November 2021 was not the full monthly fee, it looks like it was a pro-rata charge for the month. And, looking at the charges history on Miss B's account, I can't see any other charges applied to the account prior to then - that is until 2009, when it appears that some overdraft charges were applied to the account. So from this, I can reasonably conclude that NatWest started charging Miss B around November 2021, but I can't say when exactly in November it did.

Nevertheless, the important thing here is that, regardless of the specific date that the monthly account fee started to be applied to Miss B's account, as long as all of the packaged account fees are paid back to Miss B, which is what I said NatWest needed to do in my provisional decision, then I'm satisfied that this puts Miss B back into the position I think she likely would've been in, had NatWest notified her that it would start charging her the full monthly fee for her packaged account. And taking everything into account, I remain of the opinion that this is a fair and reasonable outcome to Miss B's complaint.

Putting things right

Given the above, to put things right for Miss K, I require NatWest to refund Miss B all of the Select Platinum account fees that she's paid since November 2021.

Also, because Miss K has not had the benefit of that money in that time, NatWest should pay Miss B 8% simple annual interest on those fees, calculated from the date of each fee to the date of settlement.

If NatWest considers that it's required by HM Revenue & Customs to deduct income tax from the interest part of the above redress, it should tell Miss B how much it's taken off. It should also give Miss B a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

Because of the reasons given above, and in my provisional decision, I uphold this complaint and require NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY to do what I have outlined above, to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 26 September 2025.

Thomas White
Ombudsman