

The complaint

Ms O complained that The Royal Bank of Scotland Plc ('RBS') supplied her with bank cards that do not include the special character which forms part of her name.

To put things right, Ms O wanted RBS to provide a debit card showing her name correctly and fair compensation for the distress and inconvenience this has caused.

What happened

When she complained, RBS said it hadn't made an error when issuing her debit cards without including the special character that was part of her name because its new card ordering system didn't allow special characters in names or titles. But it agreed that it should have explained this sooner. And that when she'd spoken to various call handlers who had then re-ordered a card for her, only for this to be produced without the special character, this had been annoying and unhelpful. RBS paid Ms O £150 compensation by way of an apology for this poor service.

Unhappy with this response, Ms O brought her complaint to us. When our investigator looked into what happened, he thought that RBS had done enough to put things right and said we couldn't intervene in RBS' internal process for ordering new cards.

Ms O disagreed saying that RBS had discriminated against her and breached her consumer rights by reason of the fact it had changed her name. She felt that, in her situation, she was entitled to expect reasonable adjustments to be made to accommodate her wishes.

She asked for an ombudsman to review the complaint, so it has come to me to decide.

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've listened to the call recordings provided and I can completely appreciate why Ms O feels so frustrated here. I understand that RBS previously supplied Ms O with a debit card showing her name in the same format as it appeared on her account. So she's found it difficult to accept that this couldn't any longer be done. And as her health is very poor and she is in a vulnerable situation, she expects RBS to respect her wishes and supply her with a debit card that correctly and accurately reflects her name.

So I do sympathise with Ms O's feelings about what's happened. But in order to uphold Ms O's complaint I would have to find that RBS made an error or acted in a way that wasn't fair and reasonable and this led to Ms O suffering financial loss or some other detriment that it hasn't done enough to put right. So this is the focus of my decision.

Ms O has mentioned what she feels she's entitled to expect under the Consumer Rights Act 2015 and the Equality Act 2010. So I think it might be helpful if I explain at the outset that we can't make findings on whether or not something is unlawful or constitutes discrimination under the Equality Act 2010. This is because we are an informal alternative to the courts and only a judge can give a formal decision on whether or not the law has been broken. I have however taken into account the relevant law, including the Consumer Rights Act 2015 and the Equality Act 2010, as well as regulatory requirements and best industry practice when deciding whether or not RBS has acted in a fair and reasonable way here.

The root cause of the problem here is that RBS says it can't supply bank cards with special characters shown in the name – its new process simply isn't capable of producing plastic cards that include these sorts of symbols as part of someone's name. RBS told us that the new system and this change in process meets the bank's legal and regulatory guidance.

How financial businesses choose to operate and their internal processes come under the oversight of the regulator - the Financial Conduct Authority (FCA). So it's not up to me to tell RBS it must revert to its old process or design a different new process that permits bank cards to be issued that accurately show the names of customers who have a special character included as part of their name.

I've thought carefully about Ms O's point that in her particular circumstances she believes that several different aspects of the Equality Act are engaged and she has special requirements entitling her to expect that RBS will make reasonable adjustments in the way it treats her. We've asked RBS about this and it told us it physically cannot add special characters to cards. I can't tell RBS to do something its systems don't provide for and that it can't do.

From looking at her account statement, I can see that Ms O is able to use her debit card for purchases and payments. And although she thought the missing character on her card had affected her ability to complete a couple of online transactions, as far as I can see, the record of transactions on her account appears to show she has been shopping online successfully. I am satisfied that on a particular occasion she mentioned when a payment was declined, RBS' system record shows that was unrelated to the name on her card and it happened when the payment wasn't authenticated by the merchant payee.

I can understand why what's happened has left Ms O feeling that RBS is trying to take away her name and identity. But RBS has provided assurance that her name hasn't been changed in its database – RBS' records continue to accurately reflect the information on her birth certificate.

So none of these things are enough for me to be able to uphold Ms O's complaint.

Nonetheless, Ms O was entitled to expect that RBS would act towards her in a fair and reasonable way. RBS has agreed it provided a below par customer experience when it failed to explain the problem here. Instead, on four occasions, it sent out a replacement each time she phoned to say her name was wrong on the card - all of which omitted the special character that Ms O wanted to see included in her name. RBS acknowledged that this clearly added to her frustration over the issue.

Our approach to redress is to aim to look at what's fair and reasonable in all the circumstances of a complaint and I've thought carefully about the impact on Ms O of RBS' admitted poor service.

I haven't been provided with anything to show that Ms O has incurred any direct financial loss due to RBS' poor service. Fair compensation isn't however just about monetary loss –

it also needs to properly reflect the wider impact on Ms O. I don't doubt that what happened caused Ms O significant distress and was upsetting for her, especially keeping in mind her poor health and the vulnerability of her situation, and bearing in mind that she relies on the card and doesn't do online banking.

Thinking about Ms O's particular circumstances, the £150 payment matches the level of award I would make in these circumstances had it not already been paid by RBS. I am satisfied it fairly reflects the impact and extent of RBS' service failings here – keeping in mind that I haven't seen enough to be able to uphold Ms O's complaint about her name not appearing accurately on her debit card.

All in all, I consider £150 is in line with the amount this service would award in similar cases, and fair compensation for Ms O in her particular circumstances.

I hope that setting things out as I've done helps explain how I've reached my conclusions and even though this isn't the outcome Ms O hoped for, she will feel that the Financial Ombudsman Service has fully considered the complaint.

My final decision

My final decision is that I don't uphold this complaint as I am satisfied that The Royal Bank of Scotland Plc has already done enough to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 27 November 2025.

Susan Webb
Ombudsman