

The complaint

The estate of Ms G complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY allowed Ms G to retain substantial funds in a non-interest bearing account, without advising her of alternatives.

The complaint is made by Ms G1 as an executor of Ms G's estate.

What happened

Ms G passed away in January 2025. At that stage Ms G1 discovered that Ms G had held very substantial funds with NatWest in six accounts. One of those was a non-interest bearing current account which had over £90,000 in it.

Ms G1 complained that NatWest should have advised Ms G, in line with the Consumer Duty, that she had alternatives to keeping such large funds in a non-interest bearing account.

NatWest said that it had followed the right process, it is not part of its process to contact the customer to discuss their accounts. It closed the current account on or around 5 February 2025 and transferred the outstanding balance to a savings account.

Ms G1 was unhappy with this, she pointed out that Ms G was elderly. And felt that NatWest hadn't taken account of her vulnerability. She further pointed out that in the FCA'S (Financial Conduct Authority) action plan of July 2023, linked to the Consumer Duty which came in effect at that time, NatWest was required to take action to prompt their customers in lower paying savings accounts or non-interest bearing accounts to consider alternatives.

On referral to the Financial Ombudsman Service, our Investigator ultimately found that NatWest had taken sufficient steps to provide Ms G with information about accounts and the services it offered via postal communications.

Ms G1 didn't accept this and the matter has been passed to me for an Ombudsman's consideration.

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 have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

The Consumer Duty is a new standard for firms which was introduced by the regulator, the FCA. It sets a higher standard for firms in terms of how they are interacting with their customers, and it applies to events from 31 July 2023. The Duty does not replace or substitute other applicable rules, guidance or law and doesn't ask firms to act in a way that's incompatible with any legal or regulatory requirements. As I'm required to do, I've had the Consumer Duty in mind when considering the estate of Ms G's complaint, along with relevant law and regulations, regulators' rules, guidance and standards, codes of

practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

NatWest says it's not part of its process to contact customers to discuss their accounts. In Ms G's case I understand that she received regular marketing material by post, although not tied specifically to her position. She would also have received regular statements on her account which set out that no interest was being paid.

I understand Ms G1's concern that NatWest did not do enough to bring to Ms G's attention that she had a high balance in her current account that was not attracting any interest. Ms G1 has referred to publications issued by the regulator about cash savings and I can appreciate her disappointment that it's unclear what, if anything, was specifically said to Ms G, either in branch or what was set out in the marketing material. Ms G1 has referred to Ms G having a number of business cards from advisers in branch, but we do not know exactly when and why Ms G was provided with these contact details. Against this backdrop, I have considered whether if NatWest had taken any more proactive steps, it would have been more likely than not that Ms G would have transferred funds to a savings account.

I understand that in 2018 Ms G1 helped Ms G thwart an attempted scam when she withdrew £5,000. At that stage she says that NatWest recorded her vulnerability. Although it doesn't have a specific record of that, Ms G's age would have itself been an indicator of vulnerability.

As far as I can see, Ms G paid all her bills through the current account. She also from time to time withdrew cash from her nearest NatWest branch. The last such withdrawal was in September 2024.

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I am surprised that NatWest hasn't been able to provide evidence that it followed the Consumer Duty in that respect. But against this backdrop, I have considered whether if NatWest had taken any more proactive steps, it would have been more likely than not that Ms G would have transferred funds to a savings account.

I've taken into account that Ms G had savings accounts and, it would appear, she kept around two thirds of her funds in such accounts. She also had a regular monthly standing order of £100 to a savings account. I've also considered Ms G1's evidence that Ms G was highly secretive about her finances, and that Ms G1 wasn't aware of the full extent until Ms G had passed away. She's also told us that they didn't consider having a power of attorney over Ms G's finances. This would indicate to me that, despite her age, Ms G was able to manage her finances.

There's no indication that Ms G was in financial difficulty, nor, apart from the fact that she kept substantial funds on the current account, has there been any indication that she couldn't manage her finances. Or that, after the incident in 2018, she was targeted for any further scams.

Ms G1 acts as the representative for Ms G's estate and if I were to make an award it would be for the distress and inconvenience caused to Ms G. I can't award compensation to Ms G1 for any inconvenience she suffered in pursuing this complaint. I don't think that it could be

said that Ms G did suffer such distress or inconvenience. I further think it's likely that had her attention been drawn to the fact that her current account wasn't earning interest, she wouldn't have been inclined to do anything about it.

So overall while I appreciate that the evidence is unclear, because of the way that Ms G ran her accounts, I don't think that had NatWest been more proactive, Ms G would have taken any action concerning the funds in her current account. Particularly as she had substantial funds in savings accounts.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Ms G to accept or reject my decision before 1 December 2025.

Ray Lawley
Ombudsman