

## **The complaint**

Mr and Mrs R complain on behalf of P that a third party was listed as an authorised signatory on P's business account with NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") without their knowledge or authority and want to understand how this happened.

## **What happened**

A business account was opened for P in 1980 with two authorised signatories - Mr and Mrs R. On 25 October 2025 Mrs R visited a branch of NatWest regarding a query about Mr R's card. On checking the mandate Mrs R noticed that there was an authorised signatory on P's account mandate who she was unaware of.

Mrs R raised a complaint about this as she wanted to find out how this person had been added to P's mandate without their knowledge.

NatWest confirmed the person had been added to the account in March 2000, but wasn't able to provide any further detail as it only holds data for a certain number of years. NatWest explained that it wouldn't add a party to an account unless it was requested via the completion of a mandate add party form in-line with its processes and regulations.

NatWest has confirmed that the signing rules have since been amended since Mrs R contacted it to reflect just Mr and Mrs R as authorised signatories on P's account.

Mr and Mrs R were dissatisfied with this and so brought the complaint to this service.

One of our investigator's looked into Mr and Mrs R's concerns but as they hadn't seen any evidence NatWest hadn't followed its process correctly, they couldn't say NatWest had done anything wrong.

They explained that NatWest only retain information for as long as necessary to comply with legal and regulatory obligations and are not required to retain information for more than six years which is outlined in its Privacy Notice and Terms and Conditions which state:

12.3 Retention periods for records are determined based on the type of record, the nature of the activity, product or service, the country in which the relevant NatWest group company is located and the applicable local legal or regulatory requirements. We (and other NatWest group companies) normally keep customer account records for up to ten years after your relationship with the bank ends, whilst other records are retained for shorter periods. Retention periods may be changed from time to time based on business or legal and regulatory requirements.

And as it had been 25 years since the "add party" request was made they didn't think NatWest had done anything wrong in no longer holding it and as it was no longer possible to find out how the third party was added to P's account, they didn't think NatWest needed to take any further action.

Mr and Mrs R remained dissatisfied and believe as the account is still open and active a copy of the mandate showing the addition of the signatory should've been kept and available and have asked for an ombudsman's decision on the matter.

### **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 hope that Mr and Mrs R won't take it as a discourtesy that I've described and condensed this complaint brought on behalf of P in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint. Our rules allow me to do that. And the crux of this complaint is that NatWest cannot supply a copy of the paperwork adding a signatory to P's account in 2000.

It might help if I explain my role is to look at problems that a consumer – in this case P - has experienced and see if the business has done anything wrong or acted unfairly. And where it is found a business has done something wrong, we'd expect it to put the consumer in the position it would be in if that wrong hadn't taken place and we may award compensation that we think is fair and reasonable.

And having considered everything carefully I'm in agreement with our investigator and don't think there is anything much more of use I can add.

I appreciate how frustrated Mr and Mrs R are about the situation, but as our investigator has already explained, if NatWest say that it doesn't hold the information requested from it there is nothing that this service can do – we simply can't force a business to provide something it doesn't have.

Mrs R believes that as the account is open and active that a copy of the mandate showing the authorised signatories on P's account should be available – and it is - as this is a document needed to evidence who has current signing authority on the account and remains active.

But it is the add party mandate - which was completed 25 years ago - which is no longer available, as the purpose of this was to add the signatory to the account and not to show or record who the current signatories are.

And as NatWest aren't legally required to hold on to documents for more than six years – and it's been over 25 Years since the signatory was added - I can't say NatWest has done anything wrong in not retaining this. It simply wouldn't be fair to penalise NatWest for not holding on to information or being able to produce information for a longer period than it is obliged to.

And as there is no evidence NatWest didn't follow its processes correctly and it has now deleted the signatory in-line with Mr and Mrs R's wishes, I don't think there is anything further NatWest needs to do.

And it follows that I do not uphold this complaint.

### **My final decision**

For the reasons I've explained I've decided not to uphold P's complaint against NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY.

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 13 April 2026.

Caroline Davies  
**Ombudsman**