

### **complaint**

Mr E complains that National Westminster Bank plc wrongly debited and closed his current account, causing him loss, distress and inconvenience. He believes the bank's actions have meant he's been unable to open an account elsewhere. He wants National Westminster to restore his account and pay him suitable compensation.

### **our initial conclusions**

Our enquiries established National Westminster had most likely misinterpreted a message it received from a third party bank relating to a cheque Mr E had recently paid in. That had led to National Westminster debiting and closing Mr E's account. We felt the bank had taken too long to look into matters properly. If it had done so earlier, it would have realised its error and returned the money to Mr E much sooner. So in addition to the return of the cheque funds, we suggested the bank should pay interest on the missing money, along with £200 compensation for the difficulties Mr E was caused.

National Westminster agreed to this proposal. However Mr E has asked me to consider whether further compensation is appropriate, as he doesn't feel the existing proposal goes far enough.

### **my final decision**

To decide what's fair and reasonable in this complaint, I've considered everything that Mr E and National Westminster have provided.

I haven't seen any clear evidence National Westminster recorded information on Mr E's credit file – or elsewhere – that might have affected his ability to open another account. But it's clear he's had some difficulty in doing so. I think it's only right National Westminster assists him by opening a replacement account. I accept Mr E feels very strongly that he should have further compensation. But overall, I'm satisfied the existing proposal is a fair and reasonable resolution to the dispute.

**My final decision is that in full and final settlement of this complaint, National Westminster Bank plc should pay Mr E £2,000, representing the cheque funds, together with interest at 8% simple per annum on this amount from the original date of deposit to the date of settlement. The bank should also pay Mr E £200 for his distress and inconvenience, and open a current account for him.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr E either to accept or reject my decision before 10 January 2014.**

*Niall Taylor*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.