

complaint

A, a limited company, has complained about how National Westminster Bank Plc managed their two accounts from the time one was set up until being closed.

Mrs M has brought the complaint as a director of A.

background

A needed to open an additional client account in 2013 and went to NatWest to arrange this. A already held its main business account there. There were delays in getting a cheque book and setting up online banking. Mrs M then had difficulties with a couple of online banking payments sent in error.

Some charges had been refunded where things hadn't happened as they should have. In addition NatWest offered A £1,000. They felt this was fair and reflected the time spent on the problems A had had, as well as the inconvenience caused. Mrs M didn't feel this was fair based on the problems A had had. She brought her complaint to the ombudsman service.

Our adjudicator reviewed this case and discovered there was no dispute about the problems caused by the bank. He felt the compensation should be increased to £2,000 and asked NatWest to refund fees and charges added to the account. The total of all fees and charges amounted to more than £2,500 which NatWest did not think was fair, although they were prepared to offer A £1,500 in total compensation.

As there was no agreement on what was fair, this complaint was referred to an ombudsman,

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There's no dispute there's been a catalogue of errors on A's accounts. These have included delays in sorting out professional registration; cheque books arriving late and online banking problems – including the bank losing A's list of who money was going to. Mrs M has also been concerned at the difficulties they've had in contacting their relationship manager. And to cap it all, A decided to close their business accounts and that didn't happen smoothly either.

I've reviewed the evidence provided by both A and NatWest. This includes Mrs M's concerns about what happened and the trouble she's had in sorting things out (as well as the time she's spent). Unfortunately as this complaint is in A's name, we can only look at the inconvenience caused – and the time spent to sort things out – rather than the trouble or distress any errors may have caused.

That said, I think £1,800 is a fair amount and NatWest has accepted this. Mrs M doesn't think this reflects the trouble this has caused her, and I agree this may be the case. But unfortunately I can't compensate her for this.

I've also looked at what A was paying as a service charge for their accounts. £10 was charged per month on each account. I'm satisfied it looks as if A was paying for a service that it wasn't really getting. I think it's right NatWest refunds this monthly charge. The starting

point for this should be May 2013 when A was trying to get their professional registration sorted out. And this should last until the two accounts were finally closed a few months ago.

A was charged other fees but generally for the types of payments they were making from their accounts. These were part of NatWest's tariff of costs and A used those services so I believe those are fair. I do know A did get some refunds where there were specific problems.

my final decision

For the reasons I've given, my final decision is to instruct National Westminster Bank Plc to:

- Refund A the two monthly charges being paid on their account from May 2013 onwards; and
- pay A £1,800 for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask A to accept or reject my decision before 27 November 2015.

Sandra Quinn
ombudsman