

## **complaint**

Dr and Mrs P complain that National Westminster Bank Plc ('NatWest')

- took money out of the wrong account despite Dr and Mrs P's instructions;
- refunded insurance payments without adding interest;
- sent correspondence to them that was inappropriately addressed;
- passed their details to affiliated companies without their permission;
- won't take responsibility for those companies also sending inappropriately addressed letters to Dr and Mrs P.

## **background**

Dr and Mrs P were unhappy that NatWest debited the wrong account when it processed a credit card payment. Dr and Mrs P were upset that NatWest didn't pay them interest on refunded insurance premiums. They also said NatWest and affiliated companies addressed correspondence to them omitting Mrs P entirely, omitting Dr or Mrs P's titles, or by using their first names. Dr and Mrs P felt this showed a lack of respect. And they were concerned their details had been passed on to other companies without their permission.

NatWest confirmed it made a mistake and said it would update its records. It apologised and paid them £50 for the distress caused. NatWest said it had no control over the other companies, so it couldn't amend those records. NatWest suggested Dr and Mrs P contact the companies directly.

I issued a provisional decision on 21 October 2015 setting out why I thought Dr and Mrs P's complaint should be upheld in part and why NatWest should pay them additional compensation.

Dr and Mrs P raised a number of points in reply to my provisional decision. In summary, they feel I didn't take parts of their complaint seriously enough. Dr and Mrs P also pointed out that NatWest has continued to address Dr P by his first name. They remain unhappy that their details have been shared, and the form in which they may have been shared.

NatWest hasn't made any comments about my provisional decision.

## **my findings**

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

I've thought about Dr and Mrs P's comments on my provisional decision but they don't change my conclusions. I'll explain my reasons for this.

### *money taken from the wrong account*

NatWest apologised for this and explained that it was due to human error. Although Dr and Mrs P are concerned about what the consequences might have been, I can only consider what actually happened. And fortunately the mistake wasn't repeated because Dr and Mrs P spotted it.

*the home insurance*

NatWest agreed to refund Dr and Mrs P premiums they needn't have paid. As I said in my provisional decision, I think NatWest should pay interest on these because Dr and Mrs P didn't have the benefit of the money they spent on the premiums. NatWest did.

*the way NatWest addressed Dr and Mrs P.*

Dr and Mrs P have pointed out that letters arrived, so weren't *incorrectly* addressed. But they say leaving out their titles or using their first names meant the letters were *inappropriately* addressed or labelled. I'm happy to accept that.

I know Dr and Mrs P feel very upset about this and say the problem is ongoing. They've said no amount of financial compensation will recompense them for the upset, unhappiness, loss of self-esteem and self confidence it's caused. They feel their human rights have been violated and they've been discriminated against on the basis of their ages.

I recognise the strength of Dr and Mrs P's feelings on this issue. I think it's very regrettable NatWest hasn't put this right yet. As far as I can put an amount on this, I still think £150 is a fair and reasonable reflection of NatWest's errors. I can't make NatWest change its processes but I think it should be more careful in taking into account customers' preferences for what they want to be called.

NatWest has used Dr and Mrs P's names, although not in the form Dr and Mrs P have requested. I don't think this is a breach of their human rights or discriminatory. I think it's just unfortunate that NatWest's systems are clearly geared to be less formal than Dr and Mrs P would like. It's very unfortunate that NatWest still seems to be struggling to amend this for Dr and Mrs P. But I don't think NatWest has done anything wrong in choosing how it addresses its customers, although some will not like that choice. Of course, Dr and Mrs P have the option of moving their account if they remain unhappy.

*the way other companies have addressed Dr and Mrs P.*

In Dr and Mrs P's response to my provisional decision, they seemed particularly unhappy that NatWest passed their details to affiliate companies; the form in which this was done; and NatWest's lack of accountability for affiliates' use of those details. As I've said in my provisional decision, the affiliates are separate from NatWest. They aren't under NatWest's control. And as I also said, NatWest's terms and conditions allow it to share information in the circumstances Dr and Mrs P complain of. So I don't think NatWest did anything wrong.

I recognise that Dr and Mrs P suspect NatWest passed on their details with their first names but without their titles. Whether or not this was the case, I don't think NatWest did anything wrong. Their terms and conditions allowed them to share information about Dr and Mrs P, and that's what they've done. I don't think NatWest is at fault if it passed on – or the affiliate company used – the information in a format Dr and Mrs P dislike. So I don't think NatWest misused their personal data.

*compensation*

For the reasons I've explained, I still think NatWest should pay £150 for their mistakes in not addressing Dr and Mrs P as they wanted and taking too long to put it right. I also think NatWest should pay interest on the home insurance premiums it refunded.

**my final decision**

My decision is that National Westminster Bank Plc should pay Dr and Mrs P:

- £150 additional compensation for the distress and inconvenience they've suffered, and
- 8% simple interest on the refunded home insurance premiums. This should be calculated for each premium – from the date each one was paid until the date it was refunded. HM Revenue & Customs requires NatWest to take off tax from this interest. NatWest must give Dr and Mrs P a certificate showing how much tax it's taken off if they ask for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr and Mrs P to accept or reject my decision before 30 December 2015.

Carol Jackson  
**ombudsman**