

complaint

Mrs H feels that the National Westminster Bank Plc ("Natwest") has treated Mrs H unfairly in relation a branch meeting and the treatment of a bank account.

background

Mrs H says that she was badly treated on a branch visit. She also says that she's been a student for some years and should have had a student type account during that period which means that she shouldn't have paid the interest she did. Mrs H would like the interest back.

Mrs H complained to Natwest but it didn't uphold her complaint. Mrs H then complained to this service. The adjudicator did not uphold the complaint. Mrs H does not agree so this complaint has been passed to me.

my findings

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

I should start by saying I'm very sorry to hear of Mrs H's difficulties over a period of time.

Mrs H says she was treated badly on a visit to a branch of Natwest some time ago. Natwest has said that it doesn't dispute what Mrs H said had happened at that meeting in terms of how she was treated. Natwest has also said that there were other issues in its service provided to Mrs H. As a consequence it has paid Mrs H £150 in recognition of what has happened. I think this is fair and reasonable in relation to these particular issues.

Mrs H had a student account until 2004. Natwest has said that at that time it changed it to a current account "*after you (Mrs H) had graduated*". Mrs H says she'd done another degree which finished in 2010. She says that the account in question had been overdrawn throughout and she didn't use it for day to day use. Her argument is that had it been a student account throughout it would be in credit.

Mrs H says she repeatedly told Natwest that she was a student in the years running up to 2010. This may or may not be the case and I have no reason to doubt Mrs H. However such a retrospective review of her account can only be fairly done if Mrs H not only informed the bank of her student status but also that she fulfilled the stipulated terms and conditions of Natwest's student type account throughout the appropriate time. Unfortunately for Mrs H I don't think she did.

Natwest's student account had a condition which was:

"You must use your NatWest Student Account as your main current account by paying in at least £750 every 6 months and make at least 3 debit transactions every month."

It's clear from the statements available that Mrs H never met this requirement during the years in question leading up to 2010. As such it's clear that Mrs H's account would have remained a current account as it had been earlier. So, all the charges and interest would have been applied on that basis (as it actually transpired).

In short I've considered everything that Mrs H has said. However having reviewed what happened it's not clear she told Natwest about her change in circumstances and even if she

had, the manner in which she used the account means she'd not have qualified for the student account benefits at any time during the years in question. I appreciate this will be a disappointment to Mrs H.

Mrs H points to a variety of issues in the press about banks-none of these are pertinent in Mrs H's particular case.

My final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint against National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs H to let me know whether she accepts or rejects my decision before 6 November 2015.

Rod Glyn-Thomas
ombudsman