

## **complaint**

Mr A has complained that National Westminster Bank Plc will no longer allow his brother to make payments into Mr A's account using just the sort code and account number.

Mr A has also raised concerns about the security of his data and that staff failed to verify his identity when he telephoned the bank to make a complaint.

## **background**

Mr A has a current account with NatWest, into which his brother has made payments in person at a branch counter using just the sort code and account number. NatWest has now changed its procedures and will only allow deposits over the counter using the card associated with the account or a paying-in slip.

Mr A says that this has caused considerable inconvenience both to him and his brother. He also considers this to be a breach of the account terms and conditions, and that NatWest should have given him notice of its intention to change its paying-in procedures.

Mr A is also unhappy about the way NatWest dealt with him when he telephoned to complain. He says that there was no caller verification, and the complaint handlers wanted to talk about the merits of the complaint when he only wanted to provide details of it.

NatWest didn't uphold the complaint, so Mr A brought it to us. An investigator looked at it. He was satisfied NatWest was allowed to change its procedures for paying money into an account, and that Mr A didn't have to be given notice of this.

The investigator also clarified that issues concerning the Data Protection Act are more appropriately dealt with by the Information Commissioner's Office.

Mr A disagreed with the investigator's findings. He said that he didn't disagree that NatWest could change its processes. But the change had impacted on him, because NatWest had failed to make him aware that a third party couldn't pay money into his account without a paying-in slip. He said this placed an onerous burden on him to provide this slip to the third party.

Mr A also said that there is a legally-technical point that the investigator had failed to understand. He said that the account terms and conditions only mention paying-in slips in relation to payments made via a post office. But there is no mention of how long money paid in via a paying-in slip takes to reach the account, because there's nothing in the terms and conditions about it. *"To that extent, I would argue, before a judge of course, that this constitutes a change in terms, such a change of which I should have been informed of as a customer..."*

Mr A also says that he will not explore other options in relation to Data Protection issues. But he thinks it is curious that the Financial Ombudsman Service doesn't want to be involved when banks act in ways that put customers' accounts at risk, yet blames customers when fraud is committed on their accounts.

## **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 can see Mr A has some strongly-held views about his complaint, and about his perceptions of the Financial Ombudsman Service. This decision is limited to dealing with the complaint Mr A's raised about the requirement for a paying-in slip, and the issues that arose when Mr A complained about it.

I'm satisfied NatWest wasn't required to provide Mr A with notice when it changed its process for third parties making payments over the counter. This isn't a material change to the terms and conditions, but instead relates to NatWest's own internal operating policies. I appreciate Mr A and his brother were inconvenienced by the change in policy, and I can see NatWest has apologised to Mr A for this. I don't require the bank to do anything more.

I've noted Mr A's arguments, which he says are of a legal and technical nature, relating to paying-in slips and what he claims are breaches of NatWest's terms and conditions. But only a court can decide if a contract term has been breached. If he rejects my decision, it won't be legally binding on Mr A or NatWest. Mr A will then be free to argue these points in front of a judge.

As far as the other issues Mr A has raised, I must explain that complaint-handling isn't a regulated activity. So although Mr A was unhappy at how NatWest dealt with him when he called to complain, I can't look at that because it's not covered under our rules. This also applies to Mr A's concerns about breach of the Data Protection Act, which arose as a result of his complaint call. As the investigator rightly said, is a matter for the Information Commissioner's Office.

I appreciate this isn't the outcome Mr A wanted. And I can see that he's been unhappy with the service provided by NatWest for some time. Given that NatWest doesn't appear to be able to meet Mr A's expectations, he may want to consider whether or not another bank might be able to provide him with a service that he would be happier with.

## **my final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 April 2018.

Jan O'Leary  
**ombudsman**