

The complaint

Mr W complains that National Westminster Bank Plc told him he could collect copy bank statements for an account on which he was a third-party from a local branch. But when Mr W attended the branch, he was told this was not possible as the account had been closed by the account holders in 2022.

What happened

Mr W was a third-party on an account that closed in late 2022. In March 2023, Mr W asked Nat West for copy bank statements from earlier in 2022 and was told through a web chat that he could attend a local branch to obtain these. When Mr W went into the branch, he was told that Nat West couldn't provide the bank statements as the third-party mandate was no longer valid once the account had been closed. After leaving the branch, Mr W contacted the web chat again and was given conflicting information.

Mr W complained to Nat West that the branch staff appeared to be unsure about whether the statements could be provided and were contradicting what he'd been told during the web chat. Mr W says that he was in the branch for an hour while the matter was discussed with a Manager who confirmed the statements couldn't be provided. Mr W complained that the way he'd been treated made him feel subordinate as he was only a third-party to the account.

Nat West provided a final response to the complaint and explained that when an account is closed any third-party mandate would come to an end and didn't uphold this part of Mr W's complaint. Nat West later clarified that its internal process does not mention that it is able to provide statements to a third-party on a closed account. Nat West accepts Mr W had been given incorrect information multiple times about its process for providing statements to third party's after an account had been closed. Nat West accepted that Mr W's experience when he attended the local branch was poor, that the branch staff could have handled the situation better and that Mr W was in the branch for an hour without a resolution. Nat West apologised for the poor service it had provided to Mr W and offered £100 to resolve the complaint.

Mr W brought the complaint to the Financial Ombudsman Service and one of our Investigators looked into things. The Investigator thought the apology and offer of £100 Nat West made to Mr W was a fair and reasonable outcome to remedy the poor service Mr W had received.

Mr W asked that an Ombudsman decides the complaint.

What I've decided – and why

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

Mr W has strong views about the level of service Nat West provided to him and I want to reassure Mr W that I have reviewed and read all of the comments and evidence provided. For the avoidance of any doubt, I have listened to the audio Mr W provided for some of the period he was in the branch. I may not make reference to everything Mr W has said in his

comments, but I have taken them into account when making my final decision. And I will address what I consider to be the crux of Mr W's complaint and the relevant comments provided by Mr W and Nat West. I'm sure that Mr W will be disappointed, but for very much the same reasons as our Investigator, I've decided the apology and offer of £100 Nat West made to resolve the complaint is a fair and reasonable one. I will now explain why.

Nat West's web chat told Mr W that he should go into the branch to obtain the statements he required. But when Mr W went to his local branch, Nat West branch staff said it couldn't provide them to him as the account had been closed in late 2022 by the account holders.

It doesn't seem unreasonable that at the time the account was closed the third-party mandate ended. Indeed, in its response to our Investigator, Nat West confirmed that Mr W no longer holds an authority to request information on the account as the mandate only gave him authority whilst he was named as a third-party on the account. As the account was closed, and Mr W was never the account holder, Nat West's position is that it can't provide information to Mr W about the account after it was closed. I don't think this is an unreasonable position for Nat West to take and, in this regard, I don't think Nat West treated Mr W unfairly in the circumstances of this complaint.

Unfortunately, as Nat West has since recognised, the internal processes available to staff didn't make it as clear as it should have that once an account had been closed the third-party mandate ended. This meant that Nat West provided Mr W conflicting information about his authority to be provided with statements. I'm satisfied that this caused Mr W a wasted journey to his local branch and left him frustrated. I've noted Mr W's comments that Nat West compared a third-party mandate to a power of attorney – I can understand how this wasn't helpful and added to Mr W's concerns that Nat West staff were poorly trained.

Nat West offered to pay Mr W £100 for the poor service he'd experienced in the local branch and for the conflicting information it had provided in the web chats. Mr W declined the offer made by Nat West, but I'm satisfied it is a fair and reasonable remedy to resolve the complaint. I'm satisfied this recognises Mr W spent time at a local branch and was left frustrated that he was unable to obtain the statements, and that the explanation he received at the branch about why he couldn't be provided with the statements was not as clear as it should have been.

It's not the role of the Financial Ombudsman Service to tell Nat West what its processes should be or what information it must provide to its staff. That is a matter for Nat West's regulator, the Financial Conduct Authority. However, Nat West has already accepted that the information available to its staff regarding third-party mandates wasn't as clear as it could have been. Nat West has taken steps to change this and provided feedback to Managers and staff involved in this complaint. I'm satisfied Nat West has acted reasonably in taking steps to help prevent this from happening again.

Although not part of the complaint Mr W raised with Nat West and the Financial Ombudsman Service, Mr W has confirmed he received the statements from Nat West later in 2023. Nat West has told us that the web chat agent who sent the statements to Mr W shouldn't have done so, and that it is dealing with this issue internally.

My final decision

National Westminster Bank Plc has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that National Westminster Bank Plc should pay Mr W £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 26 March 2024.

Paul Lawton
Ombudsman