

The complaint

Mr A complains that National Westminster Bank Plc failed to process a number of cheques he issued from his account. And that the response to his complaint contained errors.

What happened

In July 2023, Mr A issued a cheque for £13,000 from his NatWest account in favour of his Building Society account. NatWest returned the cheque unpaid. Mr A issued further replacement cheques but, on each occasion, NatWest returned the cheques despite there being sufficient funds in Mr A's account.

Mr A contacted NatWest but he says he wasn't given a clear explanation as to why the cheques hadn't been paid and an initial visit to a branch was terminated as the queue was too long. A cheque was eventually paid in September 2023. But Mr A complained to NatWest about what had happened due to the inconvenience and embarrassment he had been caused.

NatWest said the cheques hadn't been paid as it didn't hold an up-to-date signature for Mr A on its records and that attempts to contact him by phone to verify the cheques had been unsuccessful.

But it accepted that it had missed the opportunity to resolve the problem when Mr A first contacted it, and it acknowledged that this had caused Mr A inconvenience. In recognition of this, NatWest paid Mr A compensation totalling £132.62 - £50 for the inconvenience caused and £82.62 for travel and other expenses incurred. Mr A didn't think this was sufficient and he also found that NatWest's written response to his complaint contained errors.

NatWest looked at the complaint again and it paid Mr A a further £100 compensation (£232.62 total). Still unhappy with the outcome Mr A referred the complaint to this service.

Initially, our investigator thought this complaint had been referred to us too late. However, NatWest subsequently agreed that this service could look into what had happened. But, while acknowledging that NatWest could have handled the matter than it did, the investigator thought the compensation NatWest had paid was fair.

Mr A didn't accept this outcome, so the complaint has been passed to me to decide.
Your text here

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 A has provided detailed written correspondence in relation to this complaint. And I'm aware that I've only summarised what happened. And I'm not going to respond to every single point made by him. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't

mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

Having done so, while I appreciate Mr A will be disappointed as I've seen how strongly he feels about this matter, I've come to the same overall conclusion as the investigator - although I will provide further context. I will explain why.

NatWest has said it didn't hold an up-to-date signature for Mr A when the cheques were presented. In such circumstances, I'd expect a business to contact its customer to verify the authenticity of the payment – particularly, given the amount involved here and the risk of fraud.

In this respect, NatWest has provided evidence which I'm persuaded shows NatWest attempted to contact Mr A by phone when the cheques were presented for payment. But from what I've seen, it seems contact was unsuccessful. So, while I appreciate Mr A's frustration at having the cheques returned unpaid - particularly as they were in favour his Building Society account and this caused him embarrassment, I'm not persuaded that NatWest did anything wrong in returning the cheques when it was unable to verify they were issued by him.

Mr A is looking for an explanation for the mistakes in NatWest's final response letter. For example, the letter referred to the wrong bank and stated an incorrect occupation for Mr A. But, while I can appreciate Mr A's concerns, unfortunately businesses do make mistakes. And, here, I'm persuaded the mistakes were due to human error and that Mr A hasn't lost out as a result. The errors had no impact on the outcome NatWest had reached on Mr A's complaint and what its letter was setting out.

NatWest has accepted that it missed the opportunity to resolve the underlying issue sooner than it did. It said that it could have identified that it didn't hold an up-to-date signature when Mr A first contacted it to find out why the cheques had been returned unpaid. I'm pleased to see that NatWest has now obtained an updated signature from Mr A. But I'm persuaded that the delay resolving the issue caused Mr A distress and inconvenience.

Mr A was caused embarrassment as a number of cheques were returned unpaid, when the issue could have been resolved on Mr A's first contact with NatWest. And he had to contact NatWest several times on the phone, spend time traveling to a branch and, ultimately, he had to raise a complaint. He also incurred charges on his account and travel expenses. So, in this respect, I find that compensation is due.

NatWest has paid Mr A £232.62 compensation which includes £82.62 to refund charges incurred and the cost of travel to the branch plus £150 compensation in recognition of the distress and inconvenience caused.

Taking into account the impact the above had on Mr A – and this service's approach to compensation awards, I find that NatWest's overall compensation payment is fair in all the circumstances of this complaint. So, I won't be asking NatWest to take any further action in respect of this complaint.

More information on our awards for distress and inconvenience can be found here:

<https://www.financialombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>),

My final decision

For the reasons given above, I do not uphold this complaint - in the sense that NatWest has already paid Mr A fair compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 December 2024.

Sandra Greene
Ombudsman