

## The complaint

Miss C complains that National Westminster Bank Plc refused her request for a cash withdrawal from her savings account and that she felt racially discriminated against.

## What happened

Miss C went into a NatWest branch to withdraw a significant amount of cash. NatWest said that as she didn't have her bank card and PIN and had insufficient supporting documents to support the payment purpose it wasn't able to authorise the withdrawal.

Miss C called NatWest about the problem she'd experienced in the branch. NatWest said it would email the branch to advise that Miss C would attend on a specific day to make the withdrawal. NatWest told Miss C to ensure she took her bank card and PIN with her when she went to the branch and also told Miss C that it would ask the branch manager to call her before the specific date.

When Miss C went into the branch on the specified day, NatWest said it hadn't received any notice about the withdrawal. Regardless of this the branch said it wasn't able to authorise the cash withdrawal as it wasn't satisfied Miss C had provided reasonable evidence in regard to the purpose for a significant cash withdrawal. Whilst in the branch Miss C called NatWest to make a complaint that she felt the branch staff had made her feel like a thief, and that she believed she had been racially profiled.

NatWest provided a response to the complaint by letter to Miss C and sent her a text the same day to say it had hadn't upheld the complaint and why. Miss C called NatWest and explained that she'd specifically asked for communication in this regard to be by email or telephone. NatWest apologised and explained that it hadn't upheld the complaint as it had used its discretion not to allow the withdrawal in line with its terms and conditions. Miss C called NatWest again shortly after this response and explained that it didn't address her concerns about racial profiling. NatWest said it would add this to the existing complaint.

After Miss C called NatWest for a further update, it provided a final response and didn't uphold the complaint. Miss C brought the complaint to the Financial Ombudsman Service and one of our Investigators looked into things. Our Investigator thought that NatWest had acted reasonably in following its safeguarding processes for cash withdrawals, but that it provided a poor service because a branch manager hadn't called Miss C as promised before she attempted the withdrawal for a second time. Our Investigator thought NatWest should pay Miss C £100 to resolve the complaint. Miss C asked that an Ombudsman decides the complaint and it was passed to me to consider.

As NatWest didn't address the complaint Miss C made about racial profiling in its final response letter, I asked if it could consider this matter before I made my decision. NatWest conducted an investigation into this and issued a new final response to Miss C's complaints.

In its second final response, NatWest said it had no evidence it had discriminated against Miss C. It apologised that it hadn't fully addressed Miss C's concerns about racial profiling and that it was sorry that she felt discriminated against. NatWest paid £300 into Miss C's

account to reflect the trouble and upset caused. Miss C has asked that an Ombudsman decides the complaint.

As the complaint was with me for a final decision, and NatWest has made a new offer, I decided to issue a provisional decision and ask for further comments from both parties. In my provisional decision I said:

*“There are two areas of concern Miss C has about the service provided by NatWest. The first is that it unreasonably refused to release a significant cash withdrawal from her savings account, and the second is that she feels the actions of NatWest staff were discriminatory and they racial profiled her. Although Miss C has made a number of comments about the content of the discussions she had with NatWest, my decision will focus on these issues as in my opinion they are at the crux of Miss C’s complaint.*

#### *Withdrawal of cash*

*NatWest didn’t allow Miss C to make a cash withdrawal from her savings account. Initially this was because Miss C didn’t have her bank card with her when she first went to the branch, and later because the branch wasn’t satisfied Miss C had provided sufficient evidence to support why a significant amount of cash was required.*

*It’s not the role of the Financial Ombudsman Service to tell NatWest what checks it must make to satisfy itself that it should release a significant amount of cash to a customer. The Financial Conduct Authority regulates NatWest and provides guidance on what steps a bank may take, but NatWest is able to set its own processes for cash withdrawals from one of its branches. Although I can’t tell NatWest what these processes should be, I can consider whether, in the circumstances of this complaint, NatWest acted fairly and reasonably.*

*NatWest provides a link on its website for customers explaining the processes it has in place for withdrawals from a branch. The information explains that it’s advisable for a customer to give 24 hours’ notice for cash withdrawals between £5,000 and £19,999. The requests made by Miss C were within this range. The same guidance tells customers that when they attend the branch, they should bring in their bank card and have their PIN available to use. NatWest also tells customers that they would need to bring additional identification documents – such as a driving licence or passport – and any relevant paperwork to support the purpose for withdrawing the amount in cash. NatWest explains that in some instances, it may decline a cash withdrawal from a branch based on the information provided surrounding the transaction. And it says this would only ever be in situations where it needs to safeguard its customers.*

*When Miss C attended the branch the first time, she didn’t have her bank card with her. So, it wasn’t unreasonable that NatWest declined the payment on this occasion. Having listened to the telephone calls between Miss C and NatWest, NatWest offered an alternative to a cash withdrawal on this occasion, but Miss C said that she had only paid cash into her account, and she wanted cash out of the account. And that if she closed the account, NatWest must pay her in cash.*

*Shortly after the first attempt to withdraw funds, Miss C called NatWest to say she was upset that she wasn’t allowed to withdraw the amount she wanted in cash. In this call NatWest said it would notify the branch of her intention to withdraw the cash on a specific day. The amount was within the limits I’ve mentioned above. In this call NatWest reminded Miss C she would need her bank card and PIN together with additional identification documents. NatWest also said the branch manager would call Miss C before the withdrawal date. This didn’t happen.*

*Miss C attended the branch on the day she agreed and took her bank card, PIN, and additional identification documents. Miss C provided some evidence to show she had withdrawn regular amounts of cash from a bank account she held with another provider to pay into her NatWest account. However, NatWest said it was concerned that Miss C couldn't provide written evidence that she was using the cash to repay a friend who had lent her money to buy a car several years earlier. NatWest says the branch manager declined the cash withdrawal request for safeguarding reasons. Miss C was upset when this happened and called NatWest customer services from within the branch to complain.*

*NatWest issued a response to Miss C's complaint and explained the branch manager had used their discretion not to authorise the cash withdrawal. Unfortunately, NatWest issued the response by letter despite Miss C asking for communication by email or through a telephone conversation. When Miss C called NatWest to discuss this, it apologised and said it would ensure its records reflected Miss C's preferences. This upset Miss C, but I intend saying that NatWest's apology for this error is a fair and reasonable one in the circumstances.*

*NatWest then issued a final response to Miss C's complaint shortly after she'd raised concerns about the initial response and additional concerns about how NatWest staff had spoken to her. NatWest explained that it didn't uphold the complaint and that Miss C should provide written evidence as to why she wanted to withdraw the amount she wanted in cash at a branch. NatWest reaffirmed that Miss C could pay the amount by bank transfer on-line or by going into a branch. NatWest didn't uphold Miss C's complaint about the way its staff had spoken to her when dealing with her concerns.*

*When considering NatWest's actions in declining the cash withdrawal, I have to take into account all that has happened in this case. Miss C initially explained she wanted to pay back a friend who had lent her cash to purchase a car several years earlier, but she wasn't able to provide any written evidence in this regard. However, I've noted that several weeks after NatWest issued its final response to the complaint, Miss C provided a written statement of truth to NatWest explaining the cash was actually required for investment purposes in a non-UK country. NatWest has told the Financial Ombudsman Service that it hasn't received any further evidence from Miss C about the investment and that the funds remain in her account.*

*NatWest explains its processes on its website and, in-line with its process, offered to make a payment by bank transfer to the person Miss C wanted to send the money to. Taking into account everything that has happened in this case, I intend saying NatWest followed its processes and that it wasn't unreasonable for it to decline the significant cash withdrawal because it had on-going concerns about safeguarding Miss C, particularly as the reason for wanting a cash withdrawal had changed.*

*However, NatWest failed to ensure one of its branch managers called Miss C when promised. This meant Miss C went into a branch for the second time expecting that the cash withdrawal would be completed. I intend saying that if a telephone call had taken place, it's more likely than not Miss C would have been made more aware what evidence she could bring along to the branch on her second visit. I want to be clear here that I wouldn't expect NatWest to tell Miss C what evidence would satisfy the branch manager, but I do think NatWest could have made its position clearer to Miss C if this call had taken place. It would also have saved Miss C the trouble and upset of attending the branch on the second occasion.*

*Discrimination and racial profiling*

*Miss C says she feels NatWest's actions are discriminatory and that she was racially profiled. NatWest didn't initially address this specific issue in its final response, but it has now done so.*

*NatWest says that because of the passage of time it's unable to provide CCTV of the times Miss C went to her local branch. NatWest says its branch manager disputes Miss C's claim that she was racially profiled and that it found no evidence of racial profiling or discrimination by its branch staff. It says the branch is a diverse branch serving customers and employing staff from various backgrounds. NatWest feels its processes and procedures aim to ensure that all customers, irrespective of their appearance or attire, are treated fairly and equally. NatWest said it was sorry that Miss C felt discriminated against and that this wasn't its intention.*

*I should first explain that we are an informal dispute resolution service, meaning I don't have the power to decide whether or not NatWest is in breach of the Equality Act 2010, as only a court has the power to do this. What I can do is take relevant law and regulation into account when deciding what's fair and reasonable in the circumstances of a complaint.*

*I've considered the comments provided by Miss C and NatWest, but I wasn't at the branch when Miss C attended and there is no CCTV available for me to consider. So, while I understand Miss C's frustrations with the processes NatWest has in place, I intend saying that I don't think it has acted unreasonably or unfairly. I say this because I'm satisfied the processes NatWest followed are made to safeguard and provide further fraud prevention for all of its customers. I don't think these processes were aimed at one particular demographic or that it prevented any of its consumers from accessing an account or making payments using alternative methods such as a bank transfer.*

*NatWest has safeguarding concerns about releasing a significant cash payment to Miss C. In the circumstances of this case, I intend saying NatWest offered a reasonable and safer alternative to transfer the payment abroad. So, in this regard, I intend saying NatWest didn't treat Miss C unfairly. NatWest could have communicated with Miss C better than it did, but I intend saying its payment of £300 is a fair and reasonable one to resolve the complaint. I think it reflects the trouble and upset NatWest's communications caused Miss C."*

Miss C hasn't provided a response to my provisional decision.

### **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.

As neither Miss C nor NatWest provided any further evidence or comments for me to consider, I've decided to adopt my provisional decision as my final decision.

### **My final decision**

National Westminster Bank Plc has already paid Miss C £300 to resolve the complaint and I've decided this is a fair and reasonable remedy, so I won't be asking it to do anything else.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 5 February 2025.

Paul Lawton  
**Ombudsman**