

The complaint

Miss C and Mr R have complained that National Westminster Bank Plc (“NatWest”) mis-sold them a fee-paying joint Reward Black account on 28 November 2016. Miss C and Mr R say that it was mis-sold on the basis that they were told that if they kept £100,000 in their account, they would not have to pay the monthly account fee. However, Miss C and Mr R have recently noticed that they have in fact been charged the monthly account fee since their joint account was upgraded to the Reward Black account.

Miss C and Mr R have also complained that a standing order was set up on Mr R’s sole account which transferred £28 from his account into the joint Reward Black account. Miss C and Mr R say this standing order was set up on Mr R’s account without his consent or knowledge.

What happened

NatWest said that Miss C and Mr R have complained too late about the sale of the joint Reward Black account i.e. that Miss C and Mr R were misled into thinking they would get the account for free. NatWest also didn’t think it had done anything wrong in relation to the standing order that was set up on Mr R’s account, although it was unable to say why it had been set up and paid Mr R £200 to apologise for the matter.

Our investigators initially assessed the mis-selling complaint, and they agreed that Miss C and Mr R had complained outside of the six-year and three-year time limits that apply when using our service.

An Investigator then issued an assessment regarding the standing order on Mr R’s account, and they didn’t uphold the complaint.

Miss C and Mr R didn’t agree with the assessments. One of our investigators spoke to Miss C and Mr R on 30 October 2023, whereby it was confirmed that the mis-sale complaint was raised too late for our service to consider that part of the complaint. Miss C and Mr R accepted that it was something our service couldn’t consider. It was confirmed that Miss C and Mr R did want an ombudsman to consider the complaint about the standing order that had been set up on Mr R’s account without his consent.

Because the matter relating to the sale of the Reward Black account is something that our service is unable to consider, this decision will only address Miss C and Mr R’s concerns about the standing order that was set up on Mr R’s account.

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.

Having reviewed, everything, I’m unable to agree that NatWest has acted unfairly or unreasonably in this matter. I will explain why.

Firstly, I think it may help to explain that where matters are in dispute and evidence is incomplete, as is the case here, I need to decide what I think was most likely to have happened, based on everything that is available.

In this case, Mr R says that a standing order was set up on his account to transfer £28 at the start of each month, to the joint Reward Black account that he held with Miss C. Mr R doesn't have any recollection of this and appears to be saying that it was set up without his consent.

NatWest has explained that due to the passage of time since the standing order was set up, it no longer has any records to show how the standing order was set up. But due to the data retention requirements for banks, I don't think it is particularly unusual or unexpected that NatWest no longer has any detailed information about how the standing order was set up. So, I have had to consider this complaint based on everything that is available.

Firstly, I note that the standing order was set up to transfer money into another one of Mr R's own accounts – rather than to someone else's account. I also note that the amount transferred also happens to be the same amount as the monthly account fee for the Reward Black current account. In the circumstances, I think it's most likely the case that the standing order was set up (either by Mr R or by a member of staff with Mr R's consent) so that the monthly account fee on his joint account was covered by money held in his sole account. I say this especially as the standing order looks to have been set up around the same time that the joint account was upgraded to being a fee-paying Reward Black account.

I understand that Miss C and Mr R have complained the Reward Black account was mis-sold, as they say they were led to believe they'd get the account for free. So they say that they should never have been charged the £28 fee in the first place. But as we can't consider that aspect of their complaint, I can't comment further on that matter in this decision.

I appreciate that Mr R doesn't have any recollection of the standing order being set up. But I don't think it's likely that NatWest would've done this without his consent or knowledge. After all, there was no benefit or incentive to NatWest in doing so. In the circumstances, I think it's much more likely that Mr R did agree to it, but due to how long ago it was set up, he now can't remember doing so.

I acknowledge that Miss C has said that Mr R was unaware of the monthly transfer from his account as he doesn't use the account. However, I can see that the transfers did appear on Mr R's account statements every month since December 2016. So, I'm satisfied that NatWest did what it needed to do in terms of making Mr R aware of the regular transfers occurring on his account. And although Mr R may've chosen not to look at his bank statements or check that the transactions on his account were correct, I can't reasonably hold NatWest responsible for him not noticing the regular transfers being made from his account over what is a considerable period of time.

So, taking everything into account, I'm not able to say that NatWest has acted unfairly or unreasonably in this matter.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr R to accept or reject my decision before 1 December 2023.

Thomas White
Ombudsman