

## The complaint

Mr B complains National Westminster Bank Plc failed to send him a debit card which they previously agreed to do.

## What happened

What follows repeats much of the background set out in my provisional decision as well as my provisional findings. I restate matters here for the purposes of issuing this final decision.

The relevant facts are:

- Mr B holds a current account with NatWest. He says NatWest told him that sending debit cards wouldn't be a problem once he moved to another country from the UK. This was why he set up internet banking on his account.
- After moving, NatWest sent him a card reader on two occasions but refused to send him a card. They sent him a letter saying they wouldn't send a card to where he lived because of an increased risk of card interception. Due to the slow postal service where he lives, he says he received the letter in May 2022 despite it being dated 21 March 2022.
- Mr B raised a complaint. NatWest apologised for what he was told in branch. They offered him £300 compensation but said they would not send him a debit card.
- Once Mr B's old card expired he couldn't transfer funds from his account. Regular payments - primarily pension payments - continued to credit his account.
- Mr B says ringing NatWest is problematic due to calls dropping. He says this is a common problem when trying to make calls from the country where he now lives to the UK.

I issued a provisional decision in June 2023 and concluded:

### *"NatWest's refusal to send a card"*

Banks like NatWest are allowed to make risk-based decisions. Their risk appetite will include factors such as an increased risk of fraud. To these ends, banks can institute policies that revoke or limit services to customers in certain countries, including where they send cards.

Mr B may have been told incorrect information about NatWest's policy before he moved. The information I've available is unclear about when the policy started. I see the letter dated 21 March 2022 states:

"We're aware that mail is being intercepted before reaching addresses in your country of residence. To protect you from the potential risk of fraud, we're having to change the way we

send active debit cards”

And this, tallied with NatWest’s focus on becoming a more UK centric bank, seems to indicate the policy change was more recent. So, it could be the policy changed after Mr B had moved from the UK.

But regardless of when the policy was in effect, I’m not satisfied NatWest must ensure all future cards are sent to Mr B by post. NatWest have a broad commercial discretion which includes being able to change policies, change terms and conditions by giving notice, and to close accounts that fall outside their commercial appetite. Ultimately their service is revokable, and in this context, I don’t find directing them to make a continuous exception for Mr B would be proportionate.

Mr B appears to have suggested NatWest’s approach on what they can send by post isn’t consistent. He referenced receiving card readers by post. But there are materially different risks and considerations to sending an active debit card to another country, than a card reader or other kinds of correspondence. An active debit card could more readily be used to commit fraud on his account if intercepted before it reached him.

NatWest have now decided an exception should be made for Mr B on this occasion, which is reasonable given Mr B can’t move his funds without a card, he’d already moved before he was told that a card couldn’t be sent, and he has no current plans to visit the UK where he could collect the card from branch. They’ve agreed to send a card with a block on it, which is also reasonable given their concerns about card interception. But they haven’t confirmed how the block can be removed.

Mr B says he doesn’t want to use his phone to unblock the card. He thinks his calls would drop before being able to remove the block and says he has ample experience of this happening. But I’ve not seen evidence to show a systemic problem with persons making calls from the country where he lives to the UK. The problems he is experiencing might also be to with his phone, or the specific network or landlines he uses.

I have also borne in mind that Mr B holds an account with a UK bank. The account is intended for customers based in the UK, so not customers like him who live in another country. Clause 1.2 of NatWest’s terms and conditions states:

“Our personal current accounts are only available to be opened by individual’s resident in the UK.

Your account is designed to be used in the UK and must not be used for business purposes. If you move and are no longer resident in the UK, please tell us as soon as possible as this may affect our ability to keep your account open or to keep offering you the same account functionality...”

Mr B may experience regular call drops outs to the UK, but by wanting to maintain a UK bank account from where he lives, it’s not unexpected that he might encounter more inconvenience and expense than before. So, I’m not inclined to require NatWest to exclude the use of phones to remove the card block if that is the only method they use to remove these kinds of blocks.

### *Loss of use of the account*

NatWest failed to consider whether an exception ought to have been applied to Mr B when he raised his complaint. I'm satisfied it should have been apparent that he couldn't access his funds without one, and his circumstances were much the same as they are now. So, I find they should have made an exception to send him a card with a block on it at that time.

Mr B says he received NatWest's letter revealing they wouldn't send him a card in May 2022, so more than a month after the date on the letter. He brought his complaint on 19 May 2023, and given his strength of feeling about this matter, I'm persuaded he would've raised his complaint sooner had he received the letter earlier. So, it looks like he didn't know about the problem when he received a pension payment into his account on 6 May 2022, but he would have known by the time he received his next payment on 27 May 2022.

Had NatWest made an exception after Mr B raised his complaint, I can't be sure when he would have received his card, given the slower postal service he's described. So, in the absence of information to the contrary, it would appear reasonable for the card to have been sent by 1 July 2022, and for it to have arrived within two weeks, so by 14 July 2022, unless NatWest can show it would have taken longer than this for reasons beyond their control.

Once Mr B was told a new card wouldn't be sent, he doesn't look to have redirected payments from crediting his account. And, while I understand Mr B firmly believed NatWest had to send him a card, he should have mitigated his losses. I'm satisfied he could have redirected his pension payments and other payments to an alternative bank account. Despite the inconvenience, pension payments can usually be made to foreign accounts by contacting the pension provider.

Mr B has also said he would have difficulty opening another UK based bank account due to the issues he experiences making phone calls to the UK. It could also be the case he might struggle to open an account with a high street UK bank given he isn't a UK resident. However, he could still have tried to open a GBP account with a bank where he lives to avoid exchange rate fees, and I haven't seen he would be ineligible for these kinds of accounts.

Looking at Mr B's account history, I'm satisfied he wasn't able to practically access his balance when it stood at £21,819.84 – this was his balance between 6 May 2022 to 26 May 2022. I understand his balance increased afterwards, but for the reasons I have just explained, I don't find it would be fair to ask NatWest to compensate him for the further payments he received, which he wasn't then able to access.

So, I find NatWest should pay Mr B 8 % simple interest per annum on the balance of £21,819.84 from 14 July 2022 until two weeks after the date they actually send his card. If Mr B receives his card before this time then NatWest can calculate the payment of interest up until that time instead. NatWest may want to consider using a trusted courier to shorten the length of time it takes for Mr B to receive his card, although I don't require them to.

I'm persuaded Mr B has experienced distress and inconvenience which could have been avoided, particularly as I can't see NatWest considered his circumstances properly or that they followed their own exceptions process when they should have. I'm satisfied £300 is fair compensation. I understand Mr B believes he should receive more, but I don't find his circumstances justify a larger sum.

### *Putting things right*

I'm provisionally inclined to direct National Westminster Bank Plc to:

- Send Mr B his debit card to where he lives, with instructions on how to unblock his card. If the card can be unblocked remotely without Mr B needing to call them, they should allow Mr B to unblock his card this way.
- Pay him 8 percent simple interest per annum on £21,819.84 from 14 July 2022 until two weeks after they send him his card. If NatWest considers that they're required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.
- Refund him any charges applied on the account from 10 May 2022 onwards, given he has had no practical use of his account since this time.
- Pay him £300 for the distress and inconvenience they caused by not applying an exception earlier."

Mr B responded to my provisional decision and accepted it. However, he further commented on:

- His disgust that NatWest hadn't applied its exceptions policy earlier and he thinks this warrants the use of a courier. He is suspicious about their policy and thinks it could have been made up by NatWest's head office.
- He has extensive experience of calls dropping between the UK and the country where he now lives, so he would appreciate being able to activate his card without using the telephone or provide him with a number which would not involve a 15-minute wait to speak to someone.
- He hopes his new card lasts three years so he can find a bank which better suits his circumstances when he visits the UK in 2-3 years' time.

NatWest did not respond before the deadline passed. As a result, I have now proceeded to make a final 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.

I've decided to uphold Mr B's complaint for the same reasons I gave in my provisional decision. My provisional findings are copied above, and now constitute my findings for my final decision.

I've read Mr B's response to my provisional decision, but I'm not directing NatWest to do anything different to what I require them to do below. I appreciate his concern about not knowing when the policy came into existence. But based on the information I've available; I'm persuaded NatWest have an existing policy that shows they won't generally send active debit cards to the country where he lives.

Mr B firmly believes that calls dropping between the UK and where he lives is persistent and unrelated to his phone, but I have seen no systemic evidence of telephonic issues between the two countries. Mr B also doesn't want to wait 15 minutes to speak to someone to unblock his card, but I cannot predict how long it might take to speak to someone.

NatWest's terms make clear that Mr B's account is not meant for persons living outside the UK. So, as he lives abroad he may expect to encounter more inconvenience and expense than he would have done if he was a UK based customer. I'm not directing NatWest to exclude the use of phones to activate his card if that is the only medium they use to remove blocks. Neither do I require them to provide him with a special phone number to ring to avoid queues if one doesn't exist. I leave it to NatWest if they want to use a courier to expedite the delivery of his card, but I do not require them to do so.

Mr B hopes his card will last three years during which time he hopes to visit the UK and find an alternative account. I understand his sentiment, but I do not require NatWest to future proof the use of his card for the next three years. While Mr B may want a UK based bank account, I don't find he is prevented from moving his funds elsewhere in the interim period, so as to avoid further complications that might arise from using an account that isn't meant for non-UK based customers.

### **Putting things right**

Subject to Mr B accepting my final decision, I now require National Westminster Bank Plc to:

- Send Mr B his debit card to where he lives, with instructions on how to unblock his card. If the card can be unblocked remotely without Mr B needing to call them, they should allow Mr B to unblock his card this way.
- Pay him 8 percent simple interest per annum on £21,819.84 from 14 July 2022 until two weeks after they send him his card. If NatWest considers that they're required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.
- Refund him any charges applied on the account from 10 May 2022 onwards, given he has had no practical use of his account since this time.
- Pay him £300 for the distress and inconvenience they caused by not applying an exception earlier.

### **My final decision**

My final decision is I uphold Mr B's complaint. National Westminster Bank Plc should put matters right according to my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 August 2023.

Liam King  
**Ombudsman**