

The complaint

Mr H has complained that when he tried to use the breakdown cover which, was part of a Platinum account that he took out with National Westminster Bank Plc ("NatWest"), he was told by the breakdown provider that it did not have any records of him being covered. He therefore had to pay for the cost of the breakdown recovery himself.

What happened

Mr H attempted to make use the breakdown cover which he held as part of his Platinum account. He was informed by the breakdown cover provider that it did not have records of him being covered.

Mr H contacted NatWest and was informed it was an issue at NatWest's end that caused the breakdown provider to be unaware that he had cover in place.

NatWest apologised and paid Mr H £655 in total for the costs that he incurred and to reflect the distress caused by this issue. Mr H also wanted some of the fees that he paid for the Platinum account since 2016 refunded and therefore he referred his complaint to this service.

One of our adjudicators looked into this complaint and he concluded that whilst NatWest had made an error, the compensation that it had paid was fair and reasonable. Mr H did not agree and therefore his complaint was passed to me to issue 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.

We've explained our approach to complaints about packaged bank accounts on our website and I've used that to help me decide this complaint.

It is clear that NatWest had made an error and neither party disputes this. Therefore, I need to consider whether the offer that NatWest has made is sufficient given the overall circumstances of this complaint.

Mr H has said that when he phoned the breakdown cover provider, he was told that he was not covered and so he should get a portion of his Platinum account fees back as, after all, if he was not being treated as a Platinum account holder what was he paying the account fee for. I understand Mr H's reasoning on this. But our role is to generally put a consumer back into the position that they would've been in had NatWest not made an error.

In this instance asking NatWest to refund any the Platinum account fees would mean that Mr H would be in a position where he didn't have any breakdown cover – but he did eventually get his cost of his breakdown claim refunded. So refunding any of the Platinum account fees would essentially place Mr H back into a position more advantageous than if nothing had gone wrong. So I can't reasonably ask NatWest to refund any of the fees Mr H paid.

When considering the level of an award, I need to consider how long it took to rectify the matter and cases that share similar features. In this instance, I recognise that it would've been distressing for Mr H to be told that he didn't have breakdown cover when he knew he did. But NatWest did accept it was at fault and tried to resolve matters by offering to pay an award to reflect the fact that Mr H was inconvenienced by its error and paid the costs that Mr H incurred. So considering all the circumstances, I think that the £655 paid by NatWest is a reasonable award and in line with what I would have recommended, had it not already made such an offer. So I think what NatWest has agreed to do is fair and reasonable.

Overall and having considered everything, it's not in doubt that NatWest has done something wrong, but I think what it has already done to put matters right is reasonable.

My final decision

My decision is that I do not uphold this complaint as NatWest Bank UK PLC ("NatWest") has already paid appropriate compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 October 2023.

Charlie Newton
Ombudsman