

The complaint

Mrs J complains The Royal Bank of Scotland plc (RBS) failed to remove her ex-husband from her bank account.

What happened

Mrs J says she received a letter in December 2022 from RBS informing her that her bank account was a joint account, and it required Know Your Customer documentation for her ex-husband, although he had been removed from the account 24 years ago. Mrs J says she telephoned RBS to explain she was the only party to the bank account and her ex-husband had been removed from the account 24 years earlier and her cheque book and bank statements showed it was in her sole name.

Mrs J says she was told she needed to go into the branch and fill in a form to remove his name, Mrs J says she took in all the relevant documentation into the branch and was told it would be sent to the relevant department. Mrs J says she then received a letter from RBS saying unless documents were received from her ex-husband a stop would be placed on the bank account.

Mrs J says despite completing a form, a stop was placed on her bank account meaning she needed to visit the branch to make cash withdrawals and make alternative arrangements for her direct debits.

Mrs J says she had to make several branch visits and numerous phone calls to RBS to chase up for an update and only discovered the stop on her bank account had been removed when she received a text message on 20 February 2023.

Mrs J says when phoning RBS she was told the stop had been taken off the account and her ex-husband's name had also been removed from the bank account – but no one from RBS had telephoned her during this stressful time.

Mrs J says she felt she was left with no other option other than to make alternative banking arrangements to protect her finances, and the whole situation has been extremely stressful for her. Mrs J says although RBS accepted it made a mistake, its offer of compensation of £500 doesn't go far enough to cover the problems she has faced here.

RBS says given the time that has passed, it has no records of the original instructions to remove Mrs J's ex-husband from the bank account 24 years ago, but it doesn't doubt Mrs J's recollection of events. RBS says it upheld Mrs J's complaint and apologised for the poor customer service she had received and paid her £500 by way of apology and waived a pending unpaid item charge. RBS felt the compensation it paid Mrs J was fair and reasonable.

Mrs J wasn't happy with RBS's response and referred the matter to this service.

The adjudicator looked at all the available information but didn't uphold the complaint. The adjudicator says she was unable to establish what had happened 24 years ago given there

was no evidence to support this. That said the adjudicator felt RBS had provided poor customer service here but the level of compensation it had paid Mrs J was sufficient.

Mrs J didn't agree with the adjudicator's view and asked for the matter to be referred to an ombudsman for 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.

Having done so, I won't be upholding this complaint and I will explain how I have come to my decision.

I can understand it would have been upsetting for Mrs J to have learned from RBS that her ex-husband was still party to her bank account, even though his details had been instructed to be removed from the bank account, 24 years earlier.

When looking at this complaint as RBS have accepted it made mistakes here, I will consider if the level of compensation it paid Mrs J is fair and reasonable in the circumstances of this complaint.

Mrs J has provided this service with comprehensive details of the course of events here and while that has proved helpful, I won't be commenting on every point she has made as I don't feel it's necessary in order to come to a full and impartial decision here. That's not to say I haven't considered everything she's said – I have.

I do have some sympathy with Mrs J here but there's no evidence now available, going back 24 years, on what instructions were given about the bank account at that time. That said, RBS have accepted Mrs J's version of events and on balance it's fair to say in all likelihood RBS didn't carry out those instructions fully at that time. I can see when Mrs J raised the issue in December 2022 the level of service provided by RBS was lacking and I can understand the frustration and upset this would have caused her.

What's important here is RBS have accepted it made a mistake and additionally agreed it provided poor customer service when Mrs J raised the issue back in December 2022 and have apologised for that and paid Mrs J £500 by way of apology for the inconvenience caused to her.

While Mrs J doesn't feel the level of compensation is sufficient for what she went through, it's worth saying it's not the role of this service to penalise or punish businesses when mistakes are made but to see it apologises for those mistakes, corrects matters, and pays an appropriate level of redress - I am satisfied RBS have done that here.

While Mrs J will be disappointed with my decision, I won't be asking anymore of RBS here.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 16 October 2023.

Barry White

Ombudsman