

## **Complaint**

Mrs C is unhappy that National Westminster Bank Plc (“NatWest”) is holding her liable for a series of transactions she says she didn’t authorise.

## **Background**

Mrs C has an account with NatWest. In August and September 2020, it was used to make a series of payments to a gambling website. The total value of those transactions was just over £2,000. She told us that she does have an account with the gambling website in question, but that she hadn’t used it for over ten years. She says that she wasn’t responsible for these transactions and they were carried out without her authorisation.

She complained to NatWest. It contacted the gambling website who confirmed that the account wasn’t in the name of Mrs C – but it was in the name of a person who she knew. She said that, on one isolated occasion, she’d allowed that person to use her card. But she said they suffer with dementia and she thinks there’s no way they could’ve been responsible for the disputed transactions.

NatWest rejected her complaint and said it wouldn’t refund the payments. It said she’d allowed a third-party access to her account and shared her security credentials. It said that this was in breach of the terms and conditions of her account. Mrs C was unhappy with this response and so she referred a complaint to this service. It was looked at by an Investigator who didn’t uphold it. The Investigator was concerned that Mrs C hadn’t been consistent in her explanation of events. When she notified NatWest that she’d been the victim of fraud, she told it that she’d lost her card and wanted to cancel it. But she told the Investigator that she’d never lost the card. She also told NatWest that she didn’t monitor the account in question because she never used it. But she told the Investigator that she did monitor it using her online banking facility.

The Investigator was also concerned that Mrs C had waited such a long time before reporting the fraud to NatWest. She told the Investigator that she’d previously reported fraudulent transactions to a different bank. She was unhappy when it suggested that her husband might be responsible, and she says she was worried that NatWest would take the same view. She also says that the reason she told NatWest she’d lost her card was because she simply wanted the card to be cancelled to prevent future fraudulent transactions. It was only when she received an email from the gambling site that she was satisfied that her husband couldn’t have been responsible for the transactions.

Because Mrs C disagreed with the investigator’s opinion, the complaint has been passed to me to consider and issue a final decision.

## **Findings**

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've come to the same overall conclusion as the investigator and for broadly the same reasons.

The relevant rules in this area say that NatWest can hold Mrs C liable for these transactions if the evidence shows it's more likely than not that they were authorised by her. NatWest has provided us with evidence that suggests each of the disputed payments would've been properly authenticated – that is, that the relevant identifiers (e.g. the card number, card holder's address, CVV number and card expiry date) were correctly checked as part of each payment. Having said that, I accept that, as these payments were made using a gambling website, there's a fair chance that they weren't manually entered each time.

However, the fact that the payments were properly authenticated doesn't mean NatWest can hold Mrs C liable. I need to be satisfied that it's more likely than not that she consented to them. She says unambiguously that she didn't consent to these payments. But I agree with the investigator that the inconsistent accounts she's given of the circumstances surrounding these disputed transactions makes it very difficult to attach much weight to what she's told us.

I've listened to Mrs C's conversation with NatWest and our Investigator and there's no ambiguity. She told the NatWest employee at the beginning of the call that she'd lost her card and later told the Investigator the opposite. She says that she only told NatWest she'd lost the card so that it would be promptly cancelled and that she was still worried that an investigation of fraud would lead to NatWest wrongly accusing her husband of being behind the transactions. I've considered this carefully but I'm afraid I'm not persuaded by it.

In the call where she reports her card as lost, she told NatWest that she suspected fraud on her account. She also told NatWest that she'd already reported the issue to the police. I don't think a fear of a fraud investigation falsely accusing her husband was the reason why she told NatWest her card was lost.

She also told NatWest that she didn't monitor this account at all and so hadn't seen any of these transactions. But she separately told the Investigator that she'd seen the payments leaving her account but didn't inform NatWest until she was sure her husband wasn't responsible.

In any event, even if Mrs C's card details had fallen into the hands of an opportunistic and anonymous fraudster, it's not clear why they'd use those details to make payments like this. Generally, if a card is used to place bet online, it's common practice for any winnings to have to be paid back on to the account that placed the bet. In order for a fraudster to benefit from making any potential winnings, they'd need to have access to Mrs C's account. But she's since told us that she didn't lose her card and that the only person that might know her card details (the family friend who's name the betting account is in) is extremely unlikely to be capable of committing a fraud of this kind.

Overall, I'm not persuaded by the account Mrs C has given us. I think the weight of the evidence supports the claim that she consented to these payments and so I find it fair and reasonable for NatWest to hold her liable for them.

## **Final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 8 December 2021.

James Kimmitt  
**Ombudsman**