

The complaint

Mr and Mrs S complain that National Westminster Bank Plc said Mrs S made changes to a payee which resulted in credit card payments being returned to the account.

What happened

Mrs S says that she made three payments on 16 September 2023 to her third party credit card. She says between 17 September and 18 September there were a further six payments to her credit card, and on 19 September there were another six payments made. But on 20 September 2023, all apart from one payment was returned to her NatWest account with no reasons given. Mrs S says she used NatWest's live chat and she eventually found out from the chat agent that they said she changed the payee details, but Mrs S says she didn't change any details. Mrs S made a complaint to NatWest.

NatWest did not uphold Mrs S' complaint. They said on 16 September 2023, via the online channel, Mrs S made an amendment to the reference number. They said again on 18 September 2023, she made another amendment of the reference to her third party credit card payee. Mr and Mrs S brought their complaint to our service.

Our investigator did not uphold Mr and Mrs S' complaint. He said NatWest provided evidence of when the reference was changed, and the payment was initiated through online banking (it wasn't a payment NatWest have manually input – for example through a branch where he'd expect a NatWest representative to input the details). He said as the payment was initiated through online banking, it's Mrs S' responsibility to ensure all details were correct. Mr and Mrs S asked for an ombudsman to review their complaint. Mrs S said she had not made any changes to the reference number.

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.

Mrs S has made a number of points to this service, and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.

Mrs S is adamant she has not changed the reference number. But NatWest is adamant that she did. When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

On the balance of probabilities I can't conclude NatWest changed the reference number for Mrs S' credit card payments. I did consider that this account was a joint account, so I asked NatWest if it was Mr or Mrs S who amended the reference number. NatWest say it was Mrs S who amended the reference, not Mr S. NatWest have sent me an audit which shows Mrs S was logged into her mobile banking on 16 September 2023.

The audit is fairly detailed, and it shows the Internet Protocol (IP address). It shows the same IP address which logged onto the mobile banking at 10:27am on 16 September 2023 is the same IP address which created the payments with the incorrect reference number.

Mrs S has said she attempted the payments, so I'm satisfied that it was her logging on (the audit shows the type of phone used, and the operating system, so it couldn't have been NatWest logging onto her account at the same time, otherwise the IP address would have been different showing a log in).

It is Mrs S' responsibility to check the details of the payments before they are confirmed. Ultimately, Mrs S told NatWest to send the payments with the wrong reference number. NatWest would have no control whether the third party company processes these payments or returns the payment to NatWest.

So while I'm sorry to hear what happened with the payments not being applied to Mrs S' credit card, I'm unable to hold NatWest responsible for this. Mrs S may want to double check the details of any payments she makes in the future, and if she believes the reference number - or any other details on the payment – are incorrect, she may want to contact NatWest to ask them to change this and process the payment on her behalf. But it follows I don't require NatWest to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 1 May 2024.

Gregory Sloanes
Ombudsman