

## **The complaint**

Miss R complains that National Westminster Bank Plc ('NatWest') won't refund her in relation to four payments she made.

## **What happened**

In October 2023, Miss R purchased two train tickets. These were for £79.89 and £42.50 and were paid for using her debit card. Miss R says she was unable to use the tickets and requested a refund from the companies she purchased them through - but hasn't been refunded.

Also in October 2023, Miss R purchased a car from a company I'll refer to as M. Miss R paid M £500 initially, then a further £8,795 when she collected the car. Miss R received the car but says it isn't as described. And, more importantly, the car was taken without her permission two weeks after she got it. Miss R believes there was outstanding finance on the car and that's why it was taken. Miss R has provided a video of the car being towed away.

Miss R raised fraud claims in relation to the train tickets and the car purchase with NatWest. NatWest declined to refund Miss R for any of the payments she made. NatWest say they requested information from Miss R which she hasn't provided, which has prevented them from raising chargebacks in relation to the train tickets. This included terms and conditions, as well as the cancellation policy, for the companies she purchased the train tickets from. With regards to the car she purchased, NatWest said the matter should be dealt with by her insurance company.

Miss R wasn't happy with NatWest's response, so she brought a complaint to our service.

An investigator looked into Miss R's complaint but didn't recommend that NatWest refund her. The investigator felt NatWest acted reasonably in not raising chargebacks as Miss R hasn't provided the evidence they'd requested. About the car purchase, the investigator wasn't satisfied that Miss R had been the victim of a scam and highlighted that Miss R had been paid £8,145 by her insurance company based on her claim that the car was stolen.

Miss R disagreed with the investigator's opinion saying NatWest could obtain the information in relation to the train tickets by looking online. Miss R also disputed the car being stolen, saying it wasn't the type of car that would interest thieves. Miss R says M has negative reviews online and she believes the car was repossessed because finance was owed on the car when she brought it – which M knew.

As the case couldn't be resolved informally it was passed to me to review.

## **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.

In broad terms, the starting position in law is that NatWest are expected to process payments that a customer authorises it to make, in accordance with the terms and conditions of the customer's account and the Payment Services Regulations (PSR's). Here, it's not in dispute that Miss R authorised the transactions.

I'm really sorry to disappoint Miss R, but I've reached the same answer as the investigator. I'll explain why.

#### The card payments to purchase train tickets

Chargeback isn't an automatic right and banks don't have to raise a chargeback where there isn't a reasonable prospect of success. There are a list of possible chargeback reasons and NatWest asked Miss R for relevant documentation to back up her claim, so they could assess whether her chargeback would be successful.

Miss R hasn't provided the documentation and it's not for NatWest to research and find the evidence for her. In these circumstances, I'm satisfied that NatWest has acted reasonably in not raising a chargeback on the two payments relating to the train tickets Miss R purchased. Due to the size of the card payments Miss R made, I wouldn't have expected NatWest to have identified any potential concerns that Miss R may have been at risk of financial harm. On that basis, I wouldn't have expected them to have intervened or contacted Miss R when she made the payments.

For the reasons given, I'm not satisfied that NatWest acted unreasonably and can't ask them to refund Miss R.

#### The card payment and bank transfer for the car purchase

The card payment that Miss R made of £8,795 was particularly unusual and out of character compared to her previous account activity. So, I would've expected NatWest to have identified a potential risk of financial harm and intervened, asking Miss R questions about the payment she was making.

But I'm not satisfied that intervention would've prevented Miss R from making the payment. I say this because she was using a genuine company (M) to purchase the vehicle, who are registered on Companies House and having been trading since 2005. Miss R was collecting the car in person and making the payment once she'd seen the car. I'm not satisfied there is any information that Miss R would've given NatWest that would've suggested she might be the victim of a scam. So, I'm satisfied that NatWest acted fairly in following her payment instruction.

Also, I'm not satisfied that Miss R has evidenced that she was the victim of a scam in relation to the purchase of the car. Miss R paid for and received a car, which she inspected before making the payment of £8,795.

I understand that Miss R may've identified some issues which mean she wasn't happy with the quality of the car, but that doesn't mean that she was the victim of a scam. Especially as Miss R hasn't evidenced that M had any role in the removal of the car. And, while I appreciate that Miss R feels the car wasn't stolen, she hasn't provided any evidence that satisfies me that is the case. The video showing the car being towed, doesn't evidence who it is that is taking the vehicle.

Also, it's important to note that Miss R reported the car as stolen to her insurance company, who have paid her over £8,000 on her claim.

I appreciate that Miss R received less from her insurance company than she paid for the car, however I can't fairly hold NatWest liable for that difference. Miss R can complain separately to her insurance company if she feels they've acted unfairly in assessing the value of her car.

Having carefully considered all the evidence, I'm not satisfied that I can fairly ask NatWest to refund Miss R in relation to any of the payments she made.

### **My final decision**

My final decision is that I don't uphold this complaint against National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 12 February 2025.

Lisa Lowe  
**Ombudsman**