

## **The complaint**

Mr T has complained about the way that National Westminster Bank Plc (NatWest) handled a fraud claim.

## **What happened**

Both sides are most familiar with the case, so I'll summarise things in brief.

Mr T raised a fraud claim for a transaction of around £250. Due to an error, the claim got lost. In the months that followed, Mr T complained but did not wish to complete the processes to put the claim through again, and there are numerous records of him being abusive towards the staff, such that they couldn't reasonably help him. After several months, Mr T co-operated enough to put the claim through again, and he got a refund.

Mr T is unhappy with how NatWest handled the matter. He wants us to punish them and to make them detail in writing what went wrong. He feels that our service is here to resolve the dispute to his satisfaction.

NatWest have offered Mr T £100 compensation for the error in processing the initial claim.

Our Investigator looked into things independently and found that NatWest's offer is fair. Mr T didn't agree, so the complaint's been passed to me to decide.

## **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.

I will clarify first that we are an independent dispute resolution service. That means that we do not work for either side. We are here to propose a resolution to the complaint which we find to be fair. We're not consumer champions, and we're not here to resolve the complaint solely to the satisfaction of the complaining party. We look at things impartially. Naturally, that will sometimes mean that we find more in favour of one side, and naturally that means that the other side may not get what they want. Sometimes, the complaining party is in the wrong and won't get what they want. That is part and parcel of using an independent dispute resolution service.

Turning to the case at hand, NatWest accept that they made an error and couldn't find the initial claim. And I do understand that that could've caused a bit of frustration. I also understand that Mr T would like a written report detailing what went wrong. But I don't find that to be necessary here. Banks are staffed by people, and people sometimes make mistakes. Banks also use computer systems, which sometimes have errors too. Using financial services won't always be totally hassle-free. This was, in the grand scheme of things, a minor error, which didn't necessitate a deep dive into what went wrong, and which could've been easily resolved had Mr T just co-operated with the rather straightforward process of re-raising the claim. NatWest were not holding Mr T over a barrel, as he suggested, they were just asking him to go through with the proper process.

I find that the principle causes for the delays which followed were Mr T's repeated refusals to co-operate and his abusive behaviour towards staff. Bank staff are not there to take abuse, it was reasonable for them not to accept abusive behaviour, and in any case they could not reasonably help someone who wasn't co-operating. Once Mr T co-operated sufficiently, NatWest handled the claim for him and he received a refund within a day. Indeed, given the extent of Mr T's behaviour, given how much delay was caused by Mr T, and given how minimal the impact of NatWest's error would've been had Mr T acted reasonably, I would not have told NatWest to pay him any compensation at all in this case.

Nonetheless, NatWest have offered Mr T £100 to acknowledge their error and to put right the impact it caused. That seems more than fair to put things right here.

Mr T asked us to punish NatWest. But we are not the regulator. We do not issue fines or punish businesses. I find that NatWest have made a fair offer to resolve this complaint, and I find no fair or reasonable basis on which to award anything more.

### **My final decision**

For the reasons I've explained, I find that National Westminster Bank Plc have made a fair offer to resolve the complaint. I do not make any further award.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 January 2025.

Adam Charles  
**Ombudsman**