

## **The complaint**

Ms B is complaining about direct debit transactions from her NatWest Westminster Bank Public Limited Company (NatWest) account which she says she didn't authorise. She is also unhappy NatWest can't prevent further payments from being taken.

## **What happened**

Direct debit payments were paid to a merchant / company who I'll refer to as 'R'. Upon being notified by Ms B that she'd not set up the direct debit payments with R, NatWest provided her with a full refund of the transactions she disputed and explained that if there are other direct debits she doesn't recognise she could raise a direct debit indemnity claim. They also suggested that Ms B open a new account and move her details across to prevent future direct debits that she doesn't recognise. Ms B said she's reluctant to do this as she is worried about the impact that this will have on her credit score and as she has changed her name this process isn't easy for her.

Ms B thinks it is unreasonable for her to have to check her bank account constantly and raise direct debit indemnity claims against R. She would much rather NatWest prevent R from taking funds from her account. NatWest's response to her complaint was that it couldn't block R. Unhappy with this Ms B referred her complaint to our service. The Investigator concluded that NatWest had correctly explained that they are unable to stop R (and any other companies) from setting up direct debits.

Unhappy with the Investigator's view this case has been passed to me for a 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've considered everything they have sent.

Having done so, I don't uphold this complaint.

The very nature of a direct debit payments is that they are agreed between the payer and payee. The payer gives permission to the payee to collect payments at set times from their bank account. And the direct debit guarantee scheme protects customers in the event that a direct debit is wrongly presented So I don't consider it reasonable to expect NatWest to be aware of the dealings between an accountholder and a third party (here, R) or to question and / or check with its customer each time a new direct debit instruction is received.

It isn't disputed that Ms B has received a refund of the direct debits payments she says were taken without her agreement. And I'm satisfied that NatWest did so promptly upon being informed by Ms B that she'd not set up the direct debit. NatWest received a direct debit instruction and processed it as it normally would, and it couldn't reasonably have known that

it hadn't been instructed by Ms B. As such within this decision I've focused mainly on Ms B's second point around the future operation of her account.

Ms B wants NatWest to implement an additional step in their systems to prevent R from setting up a direct debit. Ms B has quoted certain parts of the Banking: Conduct of Banking sourcebook (BCOB) alongside other Financial Conduct Authority (FCA) guidance. I've also noted that Mrs B has quoted parts of the Payment Service Regulations 2017 (PSRs) which relate to the withdrawal of consent. However, the very nature of Ms B's complaint is that she hasn't consented to the direct debit being taken, not that she is withdrawing consent which she has given for a payment, or series of payments to be taken. So whilst I understand the point Ms B is trying to make, I don't think this part of the PSRs is applicable or intended to apply in the way Ms B has described. With that being said, I'd like to assure Ms B I've carefully reviewed all the information both she and NatWest have provided when reaching what I consider to be a fair and reasonable outcome.

NatWest says it can't prevent R from sending a request to collect payment from Ms B's account. NatWest has explained that if the direct debit has been claimed from the account incorrectly or is unauthorised customers are covered by the direct debit guarantee., and Ms B can raise a claim under the direct debit guarantee to get her funds back. NatWest has also said Ms B can open a new account if she is worried her account details have been compromised and will continue to be used to set up direct debits.

Ms B understandably is worried about the extra work that this will take at her end as she feels she would need to constantly monitor the account, and I do want to acknowledge that raising a direct debit guarantee claim would involve some hassle. Similarly, opening a new bank account will likely be more work for Ms B and she has mentioned that as she has changed her name this process isn't easy for her. She has also mentioned that she is worried about the impact this may have on her credit score.

After carefully reviewing all the information given and acknowledging that impact the solutions would have on Ms B, I am still persuaded that the solutions NatWest have suggested are reasonable in the circumstances. While setting up a new account and closing this account will take more work, as Ms B has raised concerns about her account details being compromised this might be the best solution and provide Ms B with some peace of mind.

I don't think NatWest has acted unfairly by saying they can't guarantee that direct debits from R won't be set up in the future. And ultimately, I'm persuaded that it is a third party not NatWest who are setting up these direct debits and are the root of Ms B's distress.

It's clear that Ms B has spent a lot of time and effort in bringing this complaint and has raised concerns with other organisations about the parties involved in this dispute. As the Investigator has pointed out our service is limited to only commenting on the actions of NatWest. Ms B has also provided useful context and information around her personal circumstances. Having carefully reviewed all the information given, including NatWest's actions – I'm satisfied that they have acted fairly and I'm not recommending that they do anything further.

## **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 Ms B to accept or reject my decision before 28 July 2025.

Sureeni Weerasinghe  
**Ombudsman**