

The complaint

Ms R complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) won't refund transactions totalling around £700 from her account which she says she didn't authorise.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In summary, Ms R says she didn't authorise numerous transactions which took place abroad. Ms R says she has never been abroad due to health reasons. She believes she is a victim of a fraud and the transactions should be refunded to her.

NatWest have said that the transactions were a mixture of contactless or completed using chip and PIN. They said that after the disputed transactions occurred Ms R card and device were used to login to her online account. Given the timeline of events, they are satisfied that the transactions abroad were authorised by Ms R.

The investigator concluded that the transactions were authorised by Ms R as:

- Ms R's genuine card and PIN were used to make some transactions, and her genuine card was used to make some contactless transactions. Ms R says her card was with her the entire time and nobody else knows her PIN.
- There were no card transactions made in the UK during the time the disputed transactions abroad occurred.
- Ms R's genuine device was logging onto her online banking app during the time of the disputed transactions – and Ms R has confirmed that nobody else knows the security credentials needed to do this.
- The logins to her mobile banking app were from an IP address where the disputed transactions occurred, and once the transactions stop the IP address changes back to the UK but the device remained the same. There are no logins from a UK IP address at the time of the disputed transactions.
- It's unclear how somebody could have accessed both Ms R's card and PIN.

Ms R disagreed with the investigator's findings. As an agreement hasn't been reached this 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 including the additional information provided following the initial assessment.

Generally speaking, NatWest is required to refund any unauthorised payments made from Ms R's account, and Ms R should only be responsible for transactions made on her account

that she has authorised. Those rules are set out in The Payment Services Regulations 2017. Ms R says he didn't authorise the transactions, so I have to decide whether or not I think Ms R authorised the transaction.

The transactions in question happened in 2024 over around 11 days. NatWest's internal notes show that Ms R's card was present during the transactions and that some of the transactions were authorised using Ms R's PIN. The internal notes do not show any failed PIN attempts – so I think it's safe to say that the transactions were completed by somebody who knew Ms R's PIN. Ms R has said that she has never shared her PIN and it isn't written down. And I haven't been provided with a plausible explanation as to how anybody else would have had access to her card and PIN details needed to complete the transactions.

NatWest have also provided details of when Ms R's app was logged into and the IP address these logins occurred from. The IP address relates to a location associated with the internet activity of a device or network and while it isn't foolproof it is something that I've taken into consideration as Ms R says that she was in the UK at the time the transactions she's disputing took place. The IP addresses from the time of the disputed transactions show that there were multiple logins from an IP address abroad – where the disputed transactions occurred.

To login into Ms R's online banking app security details are needed which Ms R says nobody else has access to. NatWest's internal notes also show that the mobile app logins occurred from the same device ID Ms R uses normally. It also appears that the same device ID was used for logins that occurred after the disputed transactions occurred. Ms R has also confirmed that she has never lost her mobile phone or lent it to anyone else and that her phone opens by face recognition and a six digit password. Given this, I think it's fair to say that these logins occurred from Ms R's genuine device.

I'm satisfied on balance, after reviewing the information that the disputed transactions were authenticated using Ms R genuine card and that some of the transactions were also authenticated using Ms R's PIN. I haven't been provided with a plausible explanation as to how anyone but Ms R (or somebody with her authority) could have authenticated the transactions.

To decide if Ms R authorised the disputed transactions I not only need to be satisfied the transactions were authenticated (as I've said above, I think they were), but I also need to be persuaded Ms R consented to the transactions.

Below are the three possible scenarios regarding consent:

- a) Ms R consented to the disputed payment transactions herself.
- b) Ms R provided authority to a third-party to consent to the disputed payment transactions.
- c) A third party, without Ms R's authority, gave consent to the payment transactions.

In scenarios (a) and (b), Ms R authorised the disputed payment transactions, so redress would not be available to her. In scenario (c), Ms R did not authorise the transactions, so redress is potentially available.

Ms R denies making the transactions herself and hasn't said she provided authority for a third party to make the transactions on her behalf. I've thought carefully about what she's said, but I'm not persuaded scenario (c) is likely.

For a fraudster to have made the disputed payment transaction they would have needed to have access to Ms R card and PIN. I've not been able to see any plausible explanation how

a third party would have had access to both of these. In addition, it appears that Ms R's mobile device was abroad (in roughly the same place) at the time of the transactions, based on the IP address being used – and was regularly being used to login to her mobile banking app. I also haven't been provided with a plausible explanation as to how anybody but Ms R would have access to her device and the security credentials needed to access her banking app.

In response to the investigator's view Ms R has reiterated that she has never been abroad. She has taken pictures of a passport of hers that appears to have expired in 2021. She believes this shows that it would have been impossible for her to be abroad at the time of the transactions. While I see Ms R's point this doesn't rule out that Ms R didn't have a valid passport at the time of the transactions. Or that she didn't give consent for her card to be used abroad. Ms R has also provided a copy of a letter from her GP which says "the patient reports that she has not been out of the country for many years due to her medical condition. She is seen regularly at the GP practice with the conditions listed below". This letter doesn't say that Ms R was unable to travel at the time of the disputed transactions and again isn't enough for me to rule out that Ms R wasn't abroad at the time of the transactions or consented to a third party using her card and PIN while abroad.

Given all of that, I think it's unlikely and I can't see a plausible explanation of how these transactions were authorised without Ms R's consent. For these reasons I am not satisfied, on balance, that a third-party was responsible for these transactions.

I appreciate that Ms R will be disappointed. But for the reasons I've explained I'm not persuaded it was unreasonable for NatWest to treat these transactions as authorised and to therefore not refund them.

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 R to accept or reject my decision before 16 July 2025.

Sureeni Weerasinghe
Ombudsman