

The complaint

Mr K says National Westminster Bank Public Limited (“NatWest”) refuses to refund him for transactions on his account he says he didn’t authorise.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr K says he opened his banking app and allowed someone (who I will refer to as M) to make two payments on his account with his consent - in payment for personal services. Mr K says M then made two more payments from his account for additional services, but he didn’t consent to these, and M agreed to refund these two payments back. M did not refund these payments and Mr K says he didn’t agree to them. So, he says NatWest should refund them as unauthorised payments.

NatWest considered Mr K’s complaint but decided that these transactions were authorised as per the laws which apply, so it didn’t refund them. It said this is a civil issue between Mr K and M.

Our investigator considered this complaint and also decided it wouldn’t be fair to hold NatWest liable for these. Mr K wasn’t happy with this outcome, so the complaint has been brought to me for a final 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.

Generally speaking, NatWest is required to refund any unauthorised payments made from Mr K’s account. Those rules are set out in the Payment Service Regulations 2017. Mr K has said he didn’t carry out the transactions in dispute, and he didn’t give his consent for them to be made. So, I have to give my view, based on the evidence provided, on whether I think Mr K did authorise the transactions or not.

Based on what I’ve seen I think there are three possible options here. One is that Mr K carried out the transactions himself. Another option is that he consented to the transactions by making his phone and app available to M. The third option is that M took his phone and logged into his online banking app, after seeing him enter his login details earlier, and made the two disputed payments.

Based on the evidence supplied about the NatWest’s login process, I don’t think it’s likely M was able to log into the app without Mr K’s consent. I say this because the login process asks for different numbers from the PIN and password each time it’s logged in. I think Mr K would’ve needed to login for M to have access to his app. And even if he gave her the letters and numbers to log in one time, she would’ve needed Mr K to give her the new letters and numbers needed to login again.

In practical terms, it doesn't make any difference whether Mr K made these payments himself or logged into the app and then M made them without his consent. Mr K is liable whether he carried them out himself; or allowed M to do so after giving her access to his device and online banking app.

NatWest provided evidence that characters from his PIN and password would've been required again a second time, when approving each payment. And so, Mr K must have given M this information or entered it himself to approve each transaction. So, I don't think it is possible that M made these payments without Mr K giving her the security information to do so on his behalf. Therefore, as per the regulations which apply, I think these transactions are authorised.

I have considered what Mr K says about his vulnerabilities, but I don't think this changes my decision here. I say this because I don't think NatWest could've done anything more to help Mr K in this situation. And as these were carried out with his banking app on his regular device, there was nothing which ought to have raised any concern with NatWest.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 19 January 2026.

Sienna Mahboobani
Ombudsman