

The complaint

Miss B complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY hasn't reimbursed payments she says her ex-partner made without her consent.

What happened

Miss B informed NatWest that in March 2025 her ex-partner (I'll refer to as X) transferred over £12,000 out of her account without her consent. She let it know the circumstances were that she had been in an abusive relationship and hadn't wanted him to make the payments.

NatWest held Miss B liable for the transfers on the basis that she had given X access to her account and so it considered this was a civil matter.

When Miss B referred the matter to our service, the investigator didn't uphold the complaint. In summary they thought NatWest could fairly treat the payments as authorised due to the ongoing access X had to Miss B's account, and the evidence indicating she was aware he was making payments at the time.

Miss B didn't agree; she said it was abusive relationship, and she didn't consent to him making the payments. She couldn't report the payments while he remained in the house.

As an agreement couldn't be reached the matter has been passed to me for consideration by an ombudsman.

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.

Having done so, I'm not upholding this complaint for similar reasons to the investigator.

Miss B also reported card payments made by X at the time, but as these have been reimbursed, I've focused on the transfers which remain in dispute.

My understanding from what Miss B has said is that she was aware X could access her accounts, but that this was in the context that the relationship involved coercive control and financial abuse. Miss B understandably doesn't consider that she gave X permission willingly.

Under the Payment Services Regulations 2017 (PSRs) – the starting point is that Miss B is liable for authorised payments and NatWest is liable for unauthorised payments. The PSRs set out other situations where Miss B would be liable for unauthorised payments, including if she failed with intent to keep her secure information safe – in other words if she deliberately shared secure information such as her passwords to access her account.

Where a payment is authorised, that will often be because the customer has made the payment themselves. But there are other circumstances where a payment can be considered authorised, such as where the customer has given permission for someone else

to make a payment on their behalf.

The evidence NatWest has provided indicates that whoever made the disputed payments used Miss B's device and accessed her accounts with her secure information. Miss B appears to have been aware X could do this and had access to her device – and so in practice she did allow him to access her account and make payments on her behalf.

It's important to note that consent can mean different things in different contexts, and the tests vary depending on the applicable law. For example, the requirements around consent in a healthcare setting are different to a data protection setting. While Miss B has said she didn't give X permission willingly to use her account, under the PSRs giving consent to a payment is a formal concept. Consent is given when an agreed procedure is completed by the payer or someone acting on their behalf.

So, while I am very sorry for the circumstances in which gave rise to Miss B allowing X to access her accounts, I don't think NatWest could have known this at the time. It follows that I think it's reasonable for NatWest to consider the payments authorised.

Other considerations

Miss B says that she thinks NatWest shouldn't have allowed the payments as they would have appeared high risk and unusual.

In broad terms, the starting position at law is that NatWest is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the PSRs and the terms and conditions of the customer's account.

But, taking into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, NatWest ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

Having reviewed Miss B's account statements, these show a history of multiple payments being made on the same day, totalling in some instances thousands of pounds. They also show previous payments to the same money transfer service the disputed payments were made to. So, I'm not persuaded that NatWest ought to have found the disputed payments to be suspicious, such that it ought to have made enquiries of Miss B before processing them.

Miss B has also raised customer service concerns related to her fraud claim. Having considered this, I don't think a compensation award is appropriate – there were no serious failings by NatWest in deadline with this matter or communicating with Miss B. I can understand why she would have wanted the matter handled differently – it was a stressful time and she was vulnerable – but I consider this was due to her wider circumstances and the actions of X rather than a failing by NatWest.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 13 March 2026.

Stephanie Mitchell
Ombudsman