

## The complaint

Mr P complains National Westminster Bank PLC (NatWest) paid €11,000 to an incorrect account for a property purchase, sadly causing him significant distress and worry at an extremely difficult time for him and his family.

## What happened

Mr P explained he visited a branch of NatWest to transfer €11,000 for the deposit on a property he was purchasing overseas. Mr P explained he contacted the estate agent whilst in branch and passed the mobile telephone to the adviser in the branch to gather the details and undertake the transaction.

Mr P explained two days later the estate agent told him they hadn't received the funds.

Mr P explained he visited the branch several times and asked for the branch manager to support him. He described feeling ignored but eventually got the money back five or six weeks later. Mr P said he has had an apology from NatWest, and it agreed to refund any loss from the exchange rate and pay £500 compensation for the distress and inconvenience it had caused.

Mr P remains concerned there was a data breach because NatWest sent the funds to an incorrect account. He also thought NatWest had ignored his vulnerabilities as he was suffering a bereavement at the time. Mr P explains he needs to pay the balance for the property purchase, and is now worried about making this transaction.

Mr P explained he didn't think the compensation he had received from NatWest was enough considering the circumstances. He has recently said he believes he and his sons should receive £5,000 each for the distress caused.

NatWest wrote a response letter to Mr P. It accepted it had made a mistake and agreed to pay Mr P over £500 lost through the international exchange rates. NatWest also paid £500 compensation for the upset, worry and inconvenience it had caused.

NatWest has accepted a member of staff at the branch entered the wrong information when arranging the transaction on Mr P's mobile device. NatWest confirmed its adviser shouldn't have processed Mr P's payment on his mobile device. NatWest also confirmed the payment was rejected by the receiving bank and sent back.

NatWest provided evidence that the payment left Mr P's account on 16 May 2025 and was mostly refunded on 28 May. The £500 compensation and the shortfall lost to the exchange rate and fees was credited to Mr P's account on 5 June. The payment for the deposit appears to have been successfully completed on 2 July. I also note NatWest appear to have provided another credit of over £190 to cover the less favourable exchange rate on 2 July, keeping the payment at the same cost to Mr P as when initially made.

NatWest didn't agree the misdirected payment was a data breach. It explained no '*identifiable personal information*' was shared with the unintended recipient.

NatWest also acknowledged these issues occurred at a difficult time for Mr P and apologised. NatWest also recognised the error had thankfully not led to the property purchase falling through.

Our investigator recognised NatWest had made a mistake, but thought it didn't need to take any further action. They explained they didn't think a data breach had occurred and NatWest had refunded the financial losses Mr P had incurred because of the mistake. Our investigator thought the total compensation already paid by NatWest for the distress and inconvenience was fair and reasonable.

Mr P rejected our investigator's recommendation, reiterating the severe distress this matter caused him and his family.

### **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.

Firstly, I would like to express how very sorry I was to read of the difficult time Mr P and his family have recently suffered. I have no doubt the issues above caused Mr P further upset and worry when he was already in a very emotional and challenging situation.

Having read through the complaint in details, I am satisfied there are two issues remaining in dispute between the parties for me to make a final decision on. Firstly, Mr P has maintained NatWest caused a data breach, secondly, Mr P doesn't believe the compensation paid reflects the severe impact this had on him.

It may help if I first explain how our service seeks to resolve disputes between parties. Where our service finds a business has made a mistake, as has happened here, we seek to put the customer back in the position they would have been in had the issues not occurred. Our service doesn't have the powers to fine companies, we can only consider whether the customer was treated fairly and reasonably in the circumstances of the case in hand.

We can award compensation, but this must be reasonable and fair to both parties and also follow the guidelines set out for such compensation. We can't award for what hypothetically might have happened. In summary, we determine what happened, the impact that had on the consumer and what resolves the issues fairly and reasonably for all parties considering all the circumstances.

It isn't in dispute NatWest made an error. It has accepted this and apologised. I therefore don't need to consider this further; I only need to consider whether NatWest has done enough to compensate Mr P and put him back in the position he would have been in had the error not occurred.

As I have explained above, NatWest has refunded the change in exchange rate and apparently ensured the transaction for the €11,000, cost Mr P the same as if it has successfully occurred on 16 May. This is what I would have expected in the circumstances.

Having considered Mr P's further submissions since our investigator's recommendation, I can't see there are any other outstanding costs or financial losses I need to consider in this decision. I am therefore satisfied NatWest has put Mr P back in the position, financially, he would have been in had the mistake not occurred.

Moving on to compensation. As I have said, our service has guidelines regarding the compensation we expect businesses to pay, these are available on our website.

I can see Mr P suffered considerable distress upset and worry, which appears to have taken a lot of effort to resolve. The impact lasted over a few weeks, but I also appreciate this sadly caused Mr P serious short-term harm.

Having considered all of the submissions by Mr P and NatWest carefully, I agree with our investigator's recommendation, a fair and reasonable compensation award for the impact of the distress and inconvenience is £500. This is in line with what I would expect in the circumstances presented and within the general framework our service uses when assessing compensation amounts.

I appreciate Mr P is likely to be unhappy with my decision on this point, and I would like to assure Mr P this in no way detracts from what has clearly been a difficult time for him.

Finally, Mr P has claimed NatWest has breached data protection legislation by sending the funds to an incorrect recipient. I've taken data protection legislation into account when making my final decision on this complaint, as it is relevant law, but my role is to decide what is reasonable and fair.

It appears NatWest sent the payment to an incorrect recipient. I was pleased to see in the bank statement provided by NatWest, most of the funds were returned and recredited to Mr P's account within 12 days. The losses and compensation credited Mr P's account a few days later. From my experience with misdirected payments, without going into detail, it is unlikely any of Mr P's personal details would have been shared with the recipient. I am satisfied the process, if the funds did indeed reach an account, usually involves the recipient bank ring-fencing the funds when a dispute is raised, then asking the owner of the account whether they are entitled to the funds, and to prove they are.

The fact that these funds were returned within two weeks suggests strongly to me the funds either didn't reach any account, or the account that received the funds didn't dispute they weren't entitled to the funds.

I am therefore not persuaded there was any data breach here, and I think NatWest has been fair and reasonable in its response to this issue.

I appreciate how disappointed Mr P was with our investigator's recommendation, so I have no doubt he will also be disappointed with my final decision. However, I trust I have explained in sufficient details why I don't think it is reasonable or fair to require NatWest to pay further compensation and have allayed his concerns regarding some of the outstanding issues, and this issue occurring again. Once again, I would like to pass on my sincere sympathies to Mr P for what has clearly been a difficult time.

### **My final decision**

For the reasons I have given, my final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 12 March 2026.

Gareth Jones  
**Ombudsman**