

## **The complaint**

Mr C complains that National Westminster Bank Plc mishandled a fraud incident, breached his personal data and failed to make reasonable adjustments.

## **What happened**

Mr C was the victim of impersonation fraud after he'd applied for a job that he believed was a legitimate opportunity. He provided his personal information and passport but later had concerns this was a scam.

Mr C says he warned NatWest of suspected identity fraud in his name but despite this NatWest opened an account and sent a credit card and PIN to a different address. Mr C said complaint correspondence was sent to this address but NatWest didn't report the matter to the Information Commissioner's Office (ICO). Mr C is unhappy NatWest failed to issue a final response within eight weeks, that a Cifas marker was placed against his name and that he had to self-register a protective marker with Cifas.

In settlement of the complaint Mr C would like NatWest to cover the cost of him replacing his passport (£107.50) along with the cost of self-registering the Cifas marker (£30). And given the stress this has caused him, Mr C wants compensation of £2,000- £3,000. He'd also like evidence the negative Cifas marker has been removed, an apology and full explanation of failings.

NatWest said no bank error had occurred but they did agree there had been a delay in handling Mr C's complaint. NatWest offered £75 compensation for any trouble or inconvenience Mr C had experienced.

Our investigator didn't uphold the complaint. She said the application was submitted using Mr C's correct details although there was a slight discrepancy in his address, the application was approved in line with NatWest's process. She didn't agree NatWest had recorded a negative Cifas marker against his name.

Although Mr C said NatWest should refund his passport and Cifas costs, she noted Mr C had replaced his passport and registered the protective marker before the fraudulent activity had occurred and that Mr C had only done so as a result of the sensitive information he'd disclosed as part of the scam.

Our investigator didn't find any shortcomings in the service NatWest provided other than the length of time it took for the final response letter to be issued. Taking everything into account, she thought NatWest's offer of £75 was fair.

As Mr C didn't agree with our investigator, the case has been passed to me to decide.

## **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.

It's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

#### *Account opening*

I appreciate Mr C notified NatWest about the scam he'd fallen victim to so he feels they were on notice his details could be used for fraudulent purposes. I should explain that although NatWest can take steps to reduce fraud, they cannot completely prevent it. And I don't think it would be reasonable to expect NatWest to monitor any accounts opening in Mr C's name in the way that he thinks they should.

Mr C says he's concerned about the adequacy of safeguarding as the account was opened with some incorrect details so he says this indicates a weakness in verification and onboarding controls. I've seen the application and this was submitted using some of the correct details for Mr C although there was a slight discrepancy in the postal address. But the account was opened in line within NatWest's process and I don't think this was unreasonable as the information matched and the postal address was only slightly different.

NatWest says the account was opened on 2 August 2025 and restricted three days later on 5 August 2025. Once NatWest had contacted Mr C the account was confirmed as fraudulent and closed. So I do think NatWest acted quickly in putting a stop to any further fraudulent activity on this account.

Mr C says the account was only closed following his repeated contact but as I've explained above, NatWest were already on notice there may be something untoward with the account within three days and they closed it on the same day they spoke to Mr C. It follows that I do not agree with Mr C's assertion that the account was closed as a result of Mr C repeatedly contacting NatWest.

#### *Cifas*

Mr C says he was forced to log a protective registration with Cifas which caused significant financial harm and he'd also like this cost refunded to him. He says this has damaged his reputation and credit profile as other financial businesses have reduced his overdraft and withdrawn balance transfer offers. Mr C is concerned about his ability to re-mortgage at favourable terms. Mr C says this was a reasonable preventative measure and a step to mitigate further harm once it became apparent that his identity had been used to open a bank account.

But having looked at the evidence provided by Mr C it seems he self registered with Cifas on 30 July 2025 which was before the fraudulent account with NatWest had been opened. So I think it's fair to say that Mr C took this action to protect himself after he had suspicions about the job he'd applied for and all of the sensitive information he had provided with the alleged recruiter rather than as a result of anything to do with NatWest.

I should also explain that having a protective registration shouldn't have a negative impact on someone's credit file. But if Mr C feels other financial institutions have treated him less favourably as a direct result of the protective Cifas marker, this may be a complaint Mr C may wish to explore with those institutions involved.

Mr C says he wants the negative Cifas marker NatWest recorded removed and he would like evidence of this. I have looked at Mr C's report and I'm satisfied NatWest have logged a protective Cifas marker. There is nothing to suggest NatWest have recorded a negative Cifas marker against Mr C's name. So it follows that I won't be asking NatWest to do anything further in this regard.

#### *Data breaches*

Mr C is unhappy as he says his personal data was breached including his full name, postal address, email address, passport details, credit card details and information relating to his health and disability.

Our investigator explained any data concerns should be directed to the ICO. However, she did explain that she didn't identify any issues where NatWest disclosed Mr C's details he referred to, rather it was Mr C that disclosed his sensitive information when he fell victim to the job scam.

Having looked at the correspondence NatWest sent I can't see that NatWest breached all of the information he has referred to, and I agree with our investigator that the information Mr C has referred to was seemingly disclosed by him to a fraudster. However, I do acknowledge the automated email that was sent from NatWest to the fraudulent email address which acknowledged Mr C's complaint but I don't think this would've had a significant impact on Mr C.

#### *Reasonable adjustments*

Mr C says NatWest failed to accommodate his disability without implementing any reasonable adjustments. I can see Mr C raised his concerns in writing on 29 August 2025 and followed this up with NatWest as he wanted an update on his case. But looking at the contact NatWest made with Mr C, it seems to me that they communicated with Mr C in writing which was in line with his communication preferences. So I don't think NatWest have done anything wrong in this regard.

Mr C complains that generic statements were made by NatWest such as that the complaint had been "passed to the relevant department". Although I appreciate this may have been frustrating as Mr C wanted an answer sooner, as this reflected what was happening at the time, I don't think NatWest said anything wrong.

I realise Mr C wanted his complaint handled as a priority over other customers but a request for reasonable adjustments isn't necessarily to achieve this – it's to ensure all customers are able to access a service and I'm satisfied NatWest acted in line with Mr C's request.

#### *NatWest's final response letter*

Mr C is unhappy NatWest didn't issue a response within the eight week timescale. I can see he told NatWest given his disability they had a duty to deal with his complaint promptly. He explained he expected a substantive response as soon as possible rather than waiting until the deadline.

It's not disputed that there were delays at NatWest's end and Mr C didn't receive his final response letter in time. I do acknowledge this would have added to Mr C's inconvenience, but considering NatWest have already made an offer of £75, I don't think it needs to increase this.

Mr C also said the final response letter was contradictory as it admitted errors but then stated “no bank error”. But having read this letter I think NatWest clearly explained its position on each of the complaint points Mr C had raised.

#### *Mr C’s request for reimbursement and compensation*

I realise Mr C wants the cost of his passport replacement reimbursed along with the fee he paid to Cifas. But as I’ve explained above, Mr C replaced his passport and self registered with Cifas before the fraudulent activity took place. This was done as a result of information Mr C had disclosed to a third party, rather than as a result of any action from NatWest. So taking this into account, I will not be asking NatWest to reimburse Mr C for these costs.

Mr C has said his medical condition has worsened as a result of the complaint with NatWest. I am sorry to hear this and I do not doubt this has been a stressful experience for Mr C. I understand Mr C would like £2,000-£3,000 in compensation for the level of service he’s received. But as I’ve explained above, I don’t think NatWest have provided a level of service that would warrant the amount that Mr C feels he’s entitled to.

NatWest have offered £75 and given the delay that occurred, I think this is reasonable. It’s now up to Mr C to decide whether he’d like to accept this.

#### **My final decision**

National Westminster Bank Plc has already made an offer to pay £75 and I think this offer is fair in the circumstances.

So my decision is that National Westminster Bank Plc should pay £75.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr C to accept or reject my decision before 15 April 2026.

Marie Camenzuli  
**Ombudsman**