

complaint

Mr and Mrs K complain that National Westminster Bank Plc has removed £12,448.61 from their account and will not refund that amount to them. Mr and Mrs K are being helped with their complaint by a representative.

background

A £50,000 cheque was deposited into Mr and Mrs K's NatWest joint account in February 2009. The money was then transferred to an account in Mr K's sole name and, over the following year, various amounts were transferred back to the joint account and were spent. NatWest was contacted by another bank in June 2010 which said that a number of cheques had been reported to it as stolen, including the one for £50,000. NatWest therefore returned the remaining money from that cheque – which was £12,448.61 – to the other bank. Mr and Mrs K asked NatWest to return the money to them but they were not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that NatWest acted on the information provided in good faith and returned the money to the other bank. She did not consider that NatWest acted in error when it did so and she said that she was unable to recommend that it refund the money to Mr and Mrs K.

Mr and Mrs K have asked for their complaint to be considered by an ombudsman. Their representative says, in summary, that NatWest acted upon information which was incorrect and that the other bank has not produced any evidence of a conviction of Mr and Mrs K. The representative says that the adjudicator has not referred to any terms of the contract between Mr and Mrs K and NatWest or any terms of any banking practice or legislation or other legal guidance and that NatWest has released Mr and Mrs K's money to a third party without good reason.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

We offer an informal dispute resolution service and try to resolve disputes between financial businesses and their customers by considering what was fair and reasonable in the circumstances of that complaint. In this case I have to consider whether NatWest acted fairly and reasonably in response to the request that was made of it by the other bank.

NatWest was contacted by another bank which said that a number of cheques – including the one deposited by Mr and Mrs K – had been reported as stolen and asking that the money be returned to it. By then more than three-quarters of the value of the cheque had been spent.

I consider that it was fair and reasonable in those circumstances for NatWest to return the remaining £12,448.61 to the other bank. Had it not taken action at that time, it is likely that more of the money would have been spent. Criminal charges were brought against Mr and Mrs K relating to the theft of money but they were found not guilty. However, I consider that it was fair and reasonable for NatWest to return the money to the other bank when it was requested to do so.

I am not persuaded that NatWest acted incorrectly in these circumstances and I therefore do not consider that it would be fair or reasonable for me to require it to refund the money to

Mr and Mrs K.

my final decision

For these reasons, my decision is that I do not uphold Mr and Mrs K's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs K to accept or reject my decision before 12 January 2015.

Jarrold Hastings
ombudsman