

complaint

Miss K complains that National Westminster Bank plc won't refund money she says was withdrawn from her current account by third parties. Miss K says on several occasions the third party gang forced her to make withdrawals and give them her card and personal identification number (PIN). And she says they later opened accounts in her name without her knowledge, depositing cheques that were later returned unpaid leaving her overdrawn.

our initial conclusions

Our adjudicator noted Miss K hadn't reported the incidents until two months after the money was withdrawn. There was no evidence to corroborate what Miss K had said. And Miss K had been inconsistent in her explanation of what had happened. The adjudicator didn't think she could fairly recommend a refund. Miss K didn't accept the adjudicator's conclusions and asked for this review. She maintains she's been a victim of crime and feels the bank didn't investigate matters properly.

my final decision

To decide what's fair and reasonable in this complaint, I've considered everything Miss K and National Westminster have provided¹.

Miss K hasn't disputed making some of the payments or giving her card and PIN to someone else. She says she did so under duress – she was afraid of the people in question. That might explain why she delayed reporting the incidents. But that's not consistent with her cancelling her card shortly after the withdrawals. Nor is there adequate explanation over how a third party might have been able to open accounts in Miss K's name, simply by having the card and PIN. To my mind, that indicates a greater degree of involvement on Miss K's part than she's suggested.

Bank customers are sometimes approached by third parties and allow them to use their account facilities. They may do so in return for payment, or under some form of duress – as Miss K suggests happened to her. But as the adjudicator observed, there's no evidence supporting Miss K's version of events. And given her inconsistency, I don't find it particularly persuasive in itself. I accept that if Miss K did allow someone else access to her account and personal details, she might not have realised quite what they intended to do with it. However, I don't think that should mean the bank shouldn't be entitled to hold Miss K liable for what happened as a result.

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss K either to accept or reject my decision before 21 March 2014.

Niall Taylor

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

¹ Where there's a dispute about what happened, I've based my decision on what I consider most likely to have happened in the light of the evidence.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.