

## **complaint**

Miss M complains National Westminster Bank Plc has closed her current account and is holding her responsible for a debt that arose from some transactions that she neither made nor authorised.

## **background**

Miss M has held a current account with NatWest for a number of years and she had online banking set up. In 2011/12 two new accounts were requested via online banking and were eventually opened in mid-January 2012. Miss M's address was changed around the same time.

In late January 2012 four giros were paid into Miss M's current account via branches of another bank. The money was then moved amongst her other two accounts and withdrawn in cash or used to make purchases using the debit cards linked to those other accounts. The giros were subsequently identified as being fraudulent and were returned unpaid. This left Miss M's current account over £19,000 overdrawn and the bank decided to close all three accounts. Miss M says she discovered this when she tried to pay a bill in early-February and her current account debt card was declined.

Miss M complained to the bank. She said she had not applied for the new accounts, had not deposited the giros and was not responsible for making any of the subsequent transactions. The bank was unwilling to write off the current account debt or reopen the account. It was satisfied the two new accounts had been opened using Miss M's personal information and a signature which matched the one it held on file.

Miss M referred the matter to this service but our adjudicator was unable to recommend that the complaint should be upheld. He considered the bank was entitled to hold Miss M liable for the transactions and resulting debt, because he was satisfied she either:

- carried out the disputed transactions herself;
- gave someone else sufficient information to enable them to carry out the disputed transactions; or
- was sufficiently negligent with her account details so that an unknown third party was able to carry out the disputed transactions.

Miss M did not accept the adjudicator's findings and reiterated that she has been the victim of identity fraud. She suggested, amongst other things, that the letters she received from the bank may not have come from them after all or may have been issued inappropriately by a dishonest member of staff. And, in response to those letters, she provided all the personal information that a fraudster would need to impersonate her.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where there is a dispute about what happened, I have based my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the evidence.

I find that the adjudicator reached the right conclusions in this case. I think it is unlikely an unknown third party was entirely responsible for depositing the giros into Miss M's account and then withdrawing this money by various means.

The fraudulent giros were made payable to Miss M's account and I have some difficulty understanding how an unknown third party would have been able to get hold of her sort code and account number. Furthermore, that same person was seemingly able to obtain Miss M's online banking details which enabled them to change her address, set up two new accounts, acquire debit cards on those accounts, move the money between the accounts and then utilise it in various ways. And this all occurred before the deposits were identified as being fraudulent.

Miss M has put forward suggestions about how an unknown third party might have achieved this but I do not consider what she has said to be the most likely explanations. I do not consider it likely a member of the bank's staff was impersonating her in the way she suggests. Staff members would already have access to most of her personal details so would not need to write to her to obtain these. And I cannot see how someone who did not work for the bank would have been able to falsify letters from the bank – which contained return addresses for the bank – know when she returned them to the bank and somehow intercept them before they arrived.

Miss M says she has never disclosed her online banking details to anyone and it does not seem that this information was sent to Miss M in the weeks leading up to the disputed transactions. So they could not have been intercepted in the post.

I am also satisfied the signature on the new account application form was comparable to the one the bank held on file, which Miss M provided when she made changes to her current account in 2005. I find it difficult to accept an unknown third party could have known what signature she used back in 2005 or that the bank did not hold a more up-to-date signature on its records.

If I were to accept Miss M was not responsible for any of the disputed transactions, that would mean she did not actively make any transactions on her current account between 20 January – when the last undisputed card payment took place – until 2 February, when she says she tried to pay a bill and her debit card was declined. That amounts to almost a fortnight of no activity but Miss M's statements show, prior to the disputed transactions, she tended to use her account almost daily. This sudden change in account use seems rather strange and the disputed transactions all happened within that same fortnight. I am not persuaded this was, more likely than not, a mere coincidence.

Overall, on the balance of probabilities, I am not persuaded I can safely conclude that Miss M was not involved some way in the opening of the new accounts and the subsequent disputed transactions. Therefore, I am unable to find in her favour and I cannot fairly instruct the bank to write off the debt that now exists.

If repayment of this debt is causing Miss M financial difficulties then I remind the bank of its obligation to treat her positively and sympathetically.

I am aware the bank has withdrawn Miss M's banking facilities. However, we would not usually interfere with such a commercial judgement and I can see no reason to do so in this particular case.

**my final decision**

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

Ruth Lewis  
**ombudsman**