

complaint

Mr O complains National Westminster Bank Plc will not refund some disputed transactions. He also complains about the service he received when he raised the matter.

background

Mr O says a number of transactions to an online bingo company – which were made from his account – were not made by him. He complained to NatWest and wanted his money returned.

NatWest investigated the matter but said it was holding Mr O liable for the transactions because it had contacted the bingo company – M. M had confirmed that the payments had been made using an account in the name of Mr O. The details it held for Mr O matched those which NatWest held.

Unhappy with NatWest's decision, Mr O came to this service. He said NatWest had failed to check the IP address of the transactions. He didn't suggest what that investigation might have shown. He also said he should not be held liable for the money lost.

Our investigator did not think he could ask NatWest to do anymore. He told Mr O that he (the investigator) thought it was more likely than not that Mr O had made or authorised these transactions. He didn't agree that NatWest had provided Mr O with a poor service or that it's staff were rude to him.

The matter was then passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Generally speaking, if the evidence shows it's more likely than not that Mr O authorised these transaction, NatWest is entitled to hold him liable for them. However, if the evidence is to the contrary, NatWest must refund the money.

The relevant rules say it's not enough for NatWest to show the payments were authenticated – that is Mr O's genuine card being used. It must also show that he *consented* to the payments being made.

From the evidence I have seen, I am satisfied that the payments were authenticated. For the following reasons, I don't think it's unfair for NatWest to have concluded that Mr O also consented to the transactions:

- the payments to M were made from an account held in Mr O's name – with the same personal details as both NatWest and this service hold for him;
- M's notes show that on the last day of the disputed transactions, they had a phone call with Mr O who was asking for the account to be suspended as he had a gambling problem and wanted to be excluded from the site for life. I don't think a fraudster would have that conversation with M;

- there would be no benefit to a fraudster in setting up an account with M in Mr O's name and using his bank details because any winnings would also be paid into Mr O's account;
- Mr O does not report his card being lost or stolen. He thinks his ex-partner may have used the card previously and *may* still have those details. If that was the case, Mr O was under an obligation to inform NatWest of that fact as soon as he became aware his details had been compromised;
- during the period of the disputed transactions, Mr O logged onto online banking a number of times. I think he would have probably seen the decreasing balance on his account – even if the transactions were not showing;
- Mr O says he reported the transactions to NatWest on the following day just after 8.30 am after he had carried out a balance enquiry at an ATM. The call to NatWest was not made until later in the afternoon – and the data from NatWest shows no balance enquiry that morning.

So, in the circumstances, I don't think Mr O gives a credible or plausible explanation as to what has happened here. I think it is more likely than not that he made or authorised these transactions himself. Either way, NatWest has not acted unfairly in holding him liable.

I have also seen nothing to suggest that NatWest has provided a poor service.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 26 March 2020.

Shazia Ahmed
ombudsman