

complaint

Mr D complains that National Westminster Bank Plc (“NatWest”) wrongly holds him liable for online gaming payments made from his account.

background

Mr D holds a current account with NatWest, for which he has a plastic card. The disputed withdrawals were all made online, to gaming companies, by means of Mr D’s card details.

There were also various deposits into Mr D’s account from the same online gaming companies, which he describes as “*winnings*” but which he says he had no knowledge of either. He had not initially noticed the transactions, as he was unable to monitor his bank account closely during busy times.

Mr D says he had previously used gaming companies in order to place bets for important sporting fixtures, but did not make these transactions. He says that someone must have been able to hack into his online banking and obtain information sufficient to set up the gaming accounts and make the payments.

NatWest considered that it was entitled to hold Mr D liable for the disputed transactions, and so he brought his complaint to this service – where it was investigated by an adjudicator.

The adjudicator obtained evidence from Mr D and from NatWest about the transactions and the circumstances in which they were made. From the evidence, he concluded that NatWest was entitled to hold Mr D liable for the transactions and so did not recommend that the complaint should succeed.

Mr D did not agree with the adjudicator’s conclusions and said, in summary:

- He has had other issues with NatWest’s security, and mobile banking was previously set up on a phone that was not his.
- He has never shared his online banking details or card details with anyone, though he may inadvertently have given his account or card details to someone who called him saying they were offering a free film service trial.
- It is entirely possible that a fraudster hacked his account and then set up the gaming accounts so that the money for winnings would be paid into his account – the fraudster could have been monitoring his account, waiting for the right time to take the money out.
- Just because he had previously made similar transactions on his account does not mean NatWest should not have identified these transactions as fraudulent.
- The ombudsman service should be contacting the gaming companies direct and testing their evidence, as they may have lied when giving the internet protocol number of the computer that was used and which NatWest says was the same as the one used by him for his online banking.
- He has also offered to provide a letter from his employer confirming his working pattern during the relevant time.

- He has clearly explained how one event led to another, and how that probably ended up in his online banking being compromised through no fault of his and to the disputed transactions being made.

my findings

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

Mr D accepts that he has previously used online gambling sites, but says that he did not make these transactions. He believes that they must have been made by someone who had been able to hack into his bank account, was probably monitoring his account and would have been able to remove winnings from it. But I have seen no persuasive evidence that this is what actually happened.

If a fraudster had been able to hack Mr D's bank account from information inadvertently disclosed by him, then it is difficult to see why they would not simply have taken money out of his account – rather than going to all the trouble of setting up online gaming accounts which paid any winnings into Mr D's account. I fully appreciate Mr D's point that fraudsters are not always unsophisticated in their approach, but this seems an unnecessarily risky and complicated way for a fraudster to take money out of Mr D's account.

Mr D has explained that it was purely coincidental that the amount of the transfer he made into his NatWest account the day before one of the gaming payments was debited was for exactly the same amount. However, taken in the context of the type and pattern of the disputed transactions, I have not found this explanation likely.

Overall, I have not been persuaded by Mr D's suggestions about how the transactions might have come to be made. I find, on a balance of probabilities, that he either made or authorised the transactions and I am satisfied that the evidence NatWest has provided demonstrates that it is entitled to hold Mr D liable for the disputed transactions.

my final decision

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

Jane Hingston
ombudsman