

complaint

Mrs F has complained National Westminster Bank Plc did little to help her when she told them fraudulent gambling transactions had been made from her account.

background

Mrs F noticed 38 gambling transactions had been made from her account over a couple of days in February. As she'd not made these herself, or allowed them to be made, she asked NatWest to refund the money she'd lost. NatWest were aware that Mrs F allowed her partner to occasionally use her debit card so felt there was enough to suggest he may have made those transactions. They wouldn't refund her. And as they were concerned she wasn't meeting the terms and conditions, they gave her 60 days' notice of their intention to close her account.

Mrs F was unhappy with this so brought her complaint to the ombudsman service. She felt NatWest hadn't even bothered to investigate the fraud. Our adjudicator managed to contact one of the gambling companies. They confirmed they'd identified the transactions as fraudulent. Therefore she asked NatWest to refund the money Mrs F had lost (some of the winnings had been credited to her account) and pay her £250 for the distress caused.

After reviewing the evidence we shared with NatWest, they confirmed they weren't willing to refund the money as they still felt Mrs F had been grossly negligent with her card details. This complaint has been passed to an ombudsman to make 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. Having done so, I've reached a slightly different conclusion to our adjudicator. I've already contacted both NatWest and Mrs F to confirm my initial thoughts.

As I explained to NatWest, it's difficult to ignore the information provided to us by one of the gambling companies. They spotted the potential fraud as more than Mrs F's card was being used to make the gambling transactions. They told us they could "*confirm the customer is not liable for these deposits*". NatWest feel this may not tell the whole story and remain concerned about how someone else got Mrs F's card details. I appreciate this doesn't confirm who was liable for the transactions and whether this person knew Mrs F. But after discussion, NatWest agreed to repay Mrs F all the money she is out of pocket for the gambling transactions.

I've confirmed to Mrs F that I believe this is a fair outcome and I wouldn't be asking NatWest to pay her any additional compensation. I understand Mrs F doesn't think this is fair. She feels strongly NatWest lost their opportunity to investigate the fraud which they should have done properly. Just because there had been gambling transactions on her account previously, didn't mean she'd authorised further ones. And I absolutely agree with her. And I don't believe she authorised them and that's why NatWest should repay the money she lost.

However I do understand why NatWest felt as they did. Mrs F wasn't using her account in accordance with the terms and conditions so felt they already had enough reason to hold her liable. I appreciate Mrs F feels this has had an unfair impact on her but I'm not surprised NatWest acted as they did.

After considering all the points both parties have made, I've decided it's fair to ask NatWest to make sure Mrs F is not out of pocket for the gambling transactions she disputes. I'm not sure how much this totals but, for the avoidance of doubt, this covers transactions made to both gambling companies.

my final decision

For the reasons I've given, my final decision is to instruct National Westminster Bank Plc to make sure Mrs F is refunded the money she's out of pocket for the disputed gambling transactions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 24 November 2017.

Sandra Quinn
ombudsman