

## **The complaint**

Mr S is unhappy with the service he's received from National Westminster Bank Plc ("NatWest") surrounding a payment that was never received by the intended recipient.

## **What happened**

Mr S instructed an international transfer from his NatWest account to an overseas recipient account using his NatWest mobile banking app. The payment left his NatWest account but was never received by the intended recipient. Mr S asked NatWest to help him locate the missing payment but NatWest repeatedly told him that they were waiting for the recipient bank to respond to their enquiries and that he should contact them again in a week. Mr S wasn't happy with the service he was receiving from NatWest, so he raised a complaint.

NatWest responded to Mr S and said that they'd processed the payment as per his instruction. NatWest also explained that they were trying to recover Mr S's money for him but that they were dependent upon the recipient bank responding to their enquiries. However, NatWest did acknowledge that they could have looked to recover Mr S's money sooner than they did, and they apologised to Mr S for this and made a payment of £100 to him and credited a further £25 to his account to cover their payment recall charge. Mr S wasn't satisfied with NatWest's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel NatWest should fairly be asked to reimburse Mr S the missing payment amount as he would like, and that the response NatWest had issued to Mr S already represented a fair outcome. Mr S remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

## **What I've decided – and why**

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

It's clear that something has gone wrong regarding the international payment that Mr S instructed. And I can appreciate that Mr S would like to understand what has happened to his money, which appears to have been lost at some point during the transfer chain.

However, it isn't within my remit to conduct a full investigation into what has happened here. This is because this is a complaint against NatWest, and this means that my remit is limited to the actions of NatWest and to whether I feel that NatWest have acted fairly or unfairly in how they've managed the situation surrounding this complaint.

To that end, the first thing I've considered is whether NatWest processed the payment in accordance with the instructions given to them by Mr S. And having reviewed the information presented to this service, I'm satisfied that NatWest did process the payment to the correct overseas account – the overseas account they were instructed to transfer the money to by Mr S – so that the transfer amount was sent by NatWest to that overseas bank such that the money left NatWest and so isn't now in any account owned or controlled by them.

It's also evident that NatWest have attempted to contact the intended recipient bank on multiple occasions at the request of Mr S to try to locate the missing money for him. But because the transferred money is no longer with NatWest and is presently held in an as-yet-unknown third-party account, NatWest are dependent on the cooperation of the recipient bank to be able to assist them in this regard. But unfortunately, the recipient bank hasn't cooperated with NatWest as would generally be expected here.

All of which means that, while it's clear that something has gone wrong with this transfer, I don't feel that NatWest have made any form of error or omission that's contributed or led to the transfer not completing as it should have. Rather, I'm satisfied that NatWest have fulfilled their role in the transfer correctly and as expected. And this means that the error or omission that has led to Mr S's money not being received by the intended recipient must, in all likelihood, have happened at some other point in the transfer chain.

I can appreciate from Mr S's perspective that he wants his money found or to be reimbursed to him. But I hope that he can understand why I won't be upholding this complaint against NatWest or instructing them to take any further action here – because I don't feel it would be fair to instruct NatWest to reimburse Mr S as he would like, given that I'm satisfied that the reason his money went missing isn't because of an error or omission by NatWest but rather because of the actions or inactions of another party at some other part of the transfer chain.

NatWest apologised to Mr S for not offering to try to recover his money for him sooner than they did, and they paid £100 compensation to Mr S for this and also credited his account with £25 to cover their payment recall fee. NatWest's actions here feel fair to me, and I don't feel that any further action is reasonably required of them in this regard.

Finally, I note that NatWest are now re-attempting to trace and recover Mr S's money for him. But it must be reiterated that because the money is no longer with NatWest, they are dependent upon cooperation from other parties, and so any attempt that NatWest make for Mr S is on a best endeavours basis only.

I hope that Mr S can locate and recover the money that he transferred from whichever bank or financial institution it presently resides. But, as explained above, I'm satisfied that NatWest didn't do anything wrong here regarding their role in the instructed transfer, and so I confirm that I do not uphold this complaint that Mr S has raised against them. I hope Mr S will understand, given what I've explained, why I've made the final decision that I have.

### **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 S to accept or reject my decision before 22 November 2023.

Paul Cooper  
**Ombudsman**