

## **The complaint**

Mr T complains that National Westminster Bank Plc won't refund a number of payments made from his account, which he says he didn't agree to make.

## **What happened**

In December 2022, a number of payments were made from Mr T's NatWest account totalling £20,000, which he says he didn't agree to. Mr T says two people he was with at the time drugged him and made the payments using his phone. He then later reported the payments to NatWest as fraudulent and asked it to refund the money he had lost.

NatWest investigated but said it had spoken to Mr T about two of the payments at the time, and he had confirmed they were genuine. It said it didn't think the payments were made without his knowledge or consent, so didn't agree to refund them. NatWest did try to recover the payments from the bank they were sent to though, and was able to recover £499.37. Mr T wasn't satisfied with NatWest's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They thought it was likely Mr T had agreed to the payments, so they didn't think NatWest should have to refund them. Mr T didn't agree with our investigator, so the complaint has been passed to me.

## **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.

Generally a business can hold a customer liable for disputed transactions on their account if the evidence suggests it's more likely than not that the customer authorised the payments – for example, by making them themselves or telling someone else they could make them.

Deciding whether a customer has authorised payments is a two-part test. Firstly the payments must be authenticated, and secondly, the customer must have consented to the payments being made. And this doesn't necessarily require proving that the customer made the payments themselves, as it is possible for a customer to consent to someone else making payments on their account.

NatWest has sent us evidence which shows the payments were all made using Mr T's mobile banking details. This means the payments were correctly authenticated, and so I must also think about whether the evidence suggests it's more likely than not that Mr T consented to the payments.

I've thought very carefully about this and I think it's a finely balanced matter in this case. But where the evidence available is unclear or inconclusive, I must make my decision on what I think is likely to have happened, based on the evidence I do have.

Mr T says he didn't agree to make the payments, and that two people he was with at the time drugged him and made the payments using his phone. But he also appears to have

accepted that he agreed to pay some money to the people he was with, just not as much as was actually paid. And some of the messages he's sent us between him and the people he was with suggest there was a disagreement about what he was paying for or what he received.

NatWest also blocked two of the payments and spoke to Mr T on the phone before allowing them to go through. And I've listened to a recording of this call, as well as of another call Mr T made to NatWest shortly beforehand. In these calls, Mr T is able to answer a number of security questions about himself and his account. He explains the payments are for holiday bookings he's making with friends he's with, and he was able to answer several follow-up questions about the holiday and the payments. And his voice sounds clear and coherent throughout the calls. So I don't think the calls suggest Mr T was as unaware of or unable to understand what was happening as he suggests.

I think the evidence I have suggests Mr T was aware of the payments being made and was happy for them to be made at the time. So I think he did consent to the payments.

And so I don't think NatWest has acted unreasonably in holding him liable for these disputed transactions on his account, or that it needs to refund the payments to him.

NatWest was able to recover £499.37 from the banks the money was sent to. But, as I think it has acted reasonably in holding Mr T liable for the payments and he hasn't suggested he was scammed by the people the money was sent to, I don't think it needs to do anything further to try to recover the remaining money.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 11 January 2024.

Alan Millward  
**Ombudsman**