

## **The complaint**

Mr G has complained National Westminster Bank plc won't refund all the money he mistakenly sent to a beneficiary.

## **What happened**

On 5 June 2023 Mr G sent £1,000 to a third party from his NatWest account. Mistakenly he selected the wrong beneficiary. This went to someone who held an account with another bank (who I'll call R).

Mr G asked both NatWest and R to put things right. NatWest asked R for a refund. Unfortunately there weren't sufficient funds in the beneficiary account but £311 was refunded to Mr G in July 2023.

As neither NatWest, nor R would help Mr G further, he brought his complaint to the ombudsman service.

Our investigator believed NatWest had done what she'd have expected, and she wouldn't ask them to do anything further.

Mr G remained unhappy and has asked an ombudsman to review his complaint.

## **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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

I can see that Mr G had paid this individual money in May 2023 so it's unsurprising in error he chose that beneficiary again to send £1,000 to in June 2023.

When Mr G realised his mistake, he asked his bank – and R – to sort things out.

I've reviewed the terms and conditions for Mr G's account with NatWest. This confirms they'll do the best they can if customers make a mistake themselves and try and get the money back. I can see this is what NatWest did here. They contacted R in line with banking procedures to tell them what the error was and asked them to get the money back from their customer.

They did this on 15 June and on 6 July £311 – the money left in the beneficiary's account – was re-credited to Mr G's account.

It's worth confirming that in line with the Payment Services Regulations 2017, Mr G made and authorised the transaction. I appreciate he did this in error but there is no obligation on NatWest to refund him in full. If the beneficiary had had sufficient funds, then Mr G would have received the money in full but unfortunately this wasn't the case.

I know Mr G believes he has a valid complaint against R but he's not a customer of R so I'm afraid he doesn't.

I won't be asking NatWest to do anything further.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr G's complaint against National Westminster Bank plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 21 February 2024.

Sandra Quinn  
**Ombudsman**