

The complaint

Mr M complains that National Westminster Bank PLC made errors in an international payment causing it to be cancelled and causing him to incur financial losses.

What happened

Mr M lives abroad but attended a branch of NatWest in December 2023 in order to carry out an international transfer of a large sum of money. He says he provided the necessary details on a “wire transfer form”, and the branch manager keyed in those details. The payment was initially blocked by the fraud team, but was able to be unblocked in the branch in Mr M's presence.

The funds were returned back by the overseas bank on 12 December as they couldn't be applied to the account. Mr M believed that this was due to the branch's error. Mr M then asked the branch to make an amendment to the beneficiary's name, and then on the same day to make an amendment to the ABA code (a specific code for international payment). On the following day Mr M requested amendments to another field in the application. But in line with its risk procedures NatWest couldn't process the payment once a third amendment needed to be made to it. The funds were returned to Mr M's account.

Mr M said he was offered alternatives for resending the funds, by fax but he couldn't get the fax numbers to work, or by cheque but this would have caused an unacceptable delay, or reattending a branch. He chose the latter option but had to pay for a flight back to the UK. He attended a different branch of NatWest in January 2024 in order to make the payment again. The branch told him that he couldn't, as he was attempting to do, make a payment to an intermediary. As his niece was with him and had an account in the country where he was transferring the money, at his request NatWest carried out the transfer to his niece's bank account.

Mr M complained to NatWest. He said that he had lost considerable sums in interest, foreign exchange and travel expenses. He believes that that NatWest was responsible for the failure of the payments and the delay in making it.

NatWest explained that the second branch that Mr M went to had wrongly told him that he couldn't make payments to an intermediary. It said that was quite possible and that the first branch manager was experienced in arranging those sorts of payments. It accepted that Mr M was incorrectly advised that no payment had been made upon contacting the bank on 12 December 2023, that he had been unable to get through to the bank via the payment fax number provided, and that there also appeared to have been unnecessary delays in the NatWest's investigation process when his payment was originally returned. It paid Mr M £150 compensation for the upset caused by those failures in service.

However, it did not think it had made an error with the original payment as the details for this were keyed in by the branch manager on Mr M's instructions, which he was asked to check. They said they had not seen the wire transfer form and that, had they been presented with the wire instruction referring to a specified intermediary, they would have known to send a fax to the relevant team to let them know that a specific intermediary was provided by Mr M.

On referral to the Financial Ombudsman Service, our Investigator said he hadn't identified an error beyond the incorrect information provided by the staff at the branch in January 2024. He noted that NatWest had paid compensation to Mr M of £150. He said that was reasonable.

Mr M disagreed and insisted that we shouldn't be taking the word of the branch manager and that their assertion that they had not seen the wire transfer form was simply not true.

The matter has been passed to me for an Ombudsman's consideration.

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.

Where the evidence is incomplete or contradictory, as some of it is here, I have to make my decision based on what I think is most likely to have happened. But it may be that I can't make a finding and if this is the case I shall say so. I have a duty to be impartial so I have to assess both parties' evidence fairly.

First of all I don't think that the original branch manager misadvised Mr M. I think the payment could have been made had the correct information been put on the application request.

Mr M insists that he gave the "wire transfer form" to the branch manager who used those details to key in the information. On the other hand in correspondence with us NatWest said it has spoken with the branch manager on multiple occasions and they have confirmed that this instruction was never presented to them in the branch. They have been making payments of this nature for a very long time and know that when it is to go via an intermediary then it needs to be made in an alternative way.

I note that the said wire request form has on it handwritten details of the name of one of the payees. This was the initial followed by the surname. On the details keyed in by the branch manager this has the payee's full name which I think could only have been supplied by Mr M.

It's always difficult to assess a complaint where there is a direct contradiction and it is just one person's word against the other. But for me to uphold a complaint against a business I have to be persuaded that it's more likely than not that it did something wrong. Here Mr M has been adamant about his recollection and I have no reason to doubt what the branch manager says. Regrettably I can't come to a conclusion about whose recollection is most likely correct and as that is the case I can't say that it is more likely that the bank made an error.

I appreciate the reason why Mr M felt he had to reattend a branch in person. But as I can only award compensation where I find that there has been an error resulting in financial loss, I can't make an award for Mr M's expenses in having to visit a branch again or for any financial losses he says he's made.

In respect of the issues of poor customer service, I'm satisfied that NatWest has made an appropriate payment of compensation. I can't require NatWest to take any other action.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 July 2024.

Ray Lawley
Ombudsman