

## **The complaint**

Miss A complains that National Westminster Bank Plc (“NatWest”) won’t refund the money she says she lost to an investment scam.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat everything in detail again here. However, in summary, Miss A says she fell victim to an investment scam in July 2023.

Miss A says she was messaged by someone from a business account on a social networking website who asked her if she’d like to invest in cryptocurrency. Miss A says she clicked on the businesses profile and saw screenshots of other people receiving large amounts of money into their bank accounts. She was also aware that her friends had invested in cryptocurrency and received returns too. The business account told Miss A that if she went ahead and decided to invest, she’d receive quick returns - in around three to four weeks’ time.

Miss A decided to go ahead and over the next couple of weeks she made 6 payments totalling £10,800.

Miss A says she started to become worried when she didn’t receive the returns she had been told to expect. However, the scammers persuaded her to keep investing by telling her that if she didn’t continue, she would lose the money she had invested so far. However, the scammers started to ask for more and more money and Miss A realised she’d most likely been the victim of a scam. She reported what had happened to her to NatWest. At this point, Miss A says the scammers returned £500 to her and asked her to withdraw her complaint.

NatWest looked into Miss A’s complaint and agreed to refund her the two highest payments to leave her account - £4,500 and £2,200. This amounted to a total refund of £6,700. NatWest declined to offer Miss A a refund of her remaining losses.

Unhappy with NatWest’s response, Miss A brought her complaint to this service. One of our investigators looked into things but they didn’t uphold the complaint. They said NatWest had already offered to refund Miss A more than they would’ve recommended had they partially upheld the complaint under the relevant regulations. And so they didn’t think it would be fair to ask NatWest to offer a further refund now.

Miss A disagreed with the investigator’s opinion; she said NatWest should refund the total amount she had lost, not just two of the payments, as it should’ve stopped them from leaving her account at the time the scam took place.

As an agreement could not be reached, the complaint was passed to me 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

Having reviewed all the evidence provided to me, I agree with the outcome reached by our investigator, for largely the same reasons. However, I would also add that I haven't seen sufficient evidence of Miss A having fallen victim to an APP scam. And so, I won't be upholding this complaint. I'll explain why in more detail below:

As part of their investigation, our investigator asked Miss A to provide evidence she had been the victim of an APP scam. This included copies of any messages shared between Miss A and the scammers which evidenced that they had been talking about cryptocurrency investments. Miss A said she had spoken to the scammers on a social networking website and via a messaging application.

Miss A said she couldn't provide us with evidence of the online conversations she'd had with the scammer, as the scammer had deleted them all. She also wasn't able to provide evidence of the messages shared between her and the scammer on a messaging app as she had lost her mobile telephone and changed her telephone number.

So, in short, Miss A hasn't been able to send us any evidence to support that she has been the victim of an APP scam. And this means I have no evidence to connect the payments in discussion here with a supposed cryptocurrency investment. In fact, I haven't seen anything to show Miss A was tricked into making these payments at all.

Generally, in cases such as this, I would expect to see some evidence of the conversations that took place to arrange the investment. However, Miss A hasn't been able to provide such evidence, nor has she been able to demonstrate through contemporaneous evidence that the six payments she made were made as the result of an APP scam. So, taking into account the very limited information I have available to me, there simply isn't enough for me to fairly and reasonably say NatWest should refund Miss A anything more than what it has already offered to refund her.

For completeness, I have briefly gone on to think about whether NatWest should've offered Miss A a refund under the Lending Standards Board Contingent Reimbursement Model Code ("the CRM Code") or whether it could have done anything else to protect Miss A at the time the payments in question were made.

I don't intend to go into detail on this because, as I've said above, I haven't seen enough evidence to persuade me that the payments in question here were made as the result of an APP scam, which I would need to be, for The Code to be applicable. So, it is sufficient to say that even if I did have enough evidence to say Miss A had been the victim of a scam, I still don't think it would be reasonable to uphold this complaint or recommend NatWest pay any further redress. I say this because I'm not persuaded that Miss A had a reasonable basis for believing that what was being offered here was legitimate investment:

- Miss A was being offered guaranteed returns over a very short period of time and so

- the prospect could reasonably be considered to be too good to be true.
- Miss A was approached to make the investment via social media which isn't a legitimate method of discussing investments.
- The payments were not made to a business account.
- Miss A didn't carry out any checks as to whether the person she was speaking with was a legitimate trader or not, she just accepted what she was told at face value – essentially sending money to someone she had never met or been able to verify.

And NatWest has already offered to refund Miss A considerably more than I would've recommended had I been satisfied that it had failed to meet its obligations surrounding effective scam warnings under the CRM Code at the time too.

### *Summary*

Based on the very limited evidence available to me, I don't consider there's enough evidence to demonstrate that Miss A has lost money to an APP scam. I therefore do not consider it would be fair and reasonable to hold NatWest liable for the money Miss A says she lost in these circumstances. For completeness, even if I had seen enough evidence of an APP scam taking place, I still don't think this would result in the outcome Miss A wants, a refund of her total losses. NatWest however has already agreed to refund Miss A £6,700.

I'm satisfied this is fair and reasonable given all of the circumstances of this complaint and I won't be directing NatWest to take any further action.

### **My final decision**

My final decision is that I do not uphold this complaint against National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 1 January 2025.

Emly Hanley Hayes  
**Ombudsman**