

## **The complaint**

Mr W complains that National Westminster Bank Plc ('NatWest') won't reimburse him money he says was taken from him as part of a fraud.

## **What happened**

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

In or around May 2021, Mr W employed the services of a company, which I will refer to as G, to contact—on his behalf—a number of his creditors to establish what was owed under each of the agreements.

As part of the service, G said it would check each of the agreements to establish if they were legally enforceable, or, there had been any breaches of consumer protection legislation.

As part of this agreement, Mr W was instructed to pay £76 monthly for a maximum of 18 months. G told Mr W that if it failed to reach a resolution on his case within that period, further fees would not be applied.

Between June 2021 and October 2022, Mr W made monthly card payments, from his NatWest account, to G as part of the agreement. And between these dates, Mr W received correspondences from G updating him with the progress of each claim: with some of these being successful.

But in early 2024, Mr W noticed a warning regarding G on the Financial Conduct Authority's (FCA) website which led him to believe he'd been the victim of a fraud. So he contacted NatWest and disputed the payments. But NatWest responded to Mr W's claim explaining that due to the time that had passed, it was unable to raise a dispute under the card issuers rules.

Mr W remained unhappy with the outcome reached by NatWest, so he brought his complaint to our service for an independent review. An Investigator considered the evidence and testimony of both parties, but didn't recommend the complaint be upheld. In summary, they found it more likely than not that Mr W hadn't been a victim of fraud.

Mr W disagreed with the Investigator's assessment, so the matter has now been passed to me for a final decision to be made.

## **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.

Taking into account the above, NatWest is required to be on the lookout for suspicious payments from Mr W's account that might indicate a risk of financial harm, such as fraud. And where it ought to have intervened in a specific payment—and that intervention likely would have prevented the loss—it would reasonably be liable, either fully or partially, to reimburse Mr W his loss.

However, I'd only expect it to do so where I'm satisfied Mr W has been the victim of fraud. Private civil disputes—such as where goods/services were provided but not satisfactory, or where a legitimate business has collapsed and therefore the services were not provided—are not required to be reimbursed.

Mr W hasn't argued here that he wasn't provided with the services he'd paid for. In fact, he's provided our service with a number of emails from G which shows it contacted numerous creditors on his behalf and carried out the work it said it would as part of its contractual agreement with him.

Mr W's argument is that when checking the FCA website, he noticed a warning that had been issued about G that would suggest it was operating fraudulently—but I don't agree. The FCA warning he refers to was published to inform consumers that the business was operating without its authorisation, and highlights that consumers won't have the relevant protections that come with FCA authorisation.

From looking at the documents supplied by G, it didn't attempt to mask this fact. Within its promotional material and contract with Mr W, the firm didn't misrepresent itself by claiming to be regulated and authorised by the FCA. It also appeared candid and open about its role and the limitations on what it could and couldn't do.

G was also a registered business on Companies House and appointed a liquidator to windup the company in 2022. My own open-resource research on G has failed to show any reviews or news articles online that would support the assertion it was operating fraudulently.

Overall, I'm persuaded from the evidence available to me that it's unlikely Mr W has been the victim of fraud. It would therefore be unreasonable to expect NatWest to reimburse Mr W the amounts paid to G.

For the same reasons, I don't find a chargeback would have been a reasonable step for NatWest to explore. Nevertheless, as NatWest has correctly pointed out, it was unable to raise a chargeback for the card payments made as the relevant rules set out by the card issuer didn't permit it to do so. This was due to the time that had lapsed between the payments being made and the dispute being raised.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 February 2025.

Stephen Westlake  
**Ombudsman**