

The complaint

Mr O complains that National Westminster Bank Plc won't refund the money he lost when he was the victim of what he feels was a scam, and about the customer service he received when raising his claim.

What happened

In September 2020, Mr O ordered and paid for a new mattress but it wasn't delivered to him when he was initially told it would be. Mr O contacted the company he ordered the mattress from and was put in touch with someone from its customer services team, who he says he then began speaking to regularly.

Mr O says he was initially offered a significant discount on the mattress, as well as free pillows and a mattress protector. He says the person from customer services then told him they also invested in real estate and could offer him the opportunity to triple his money if he invested too. And as Mr O thought the person was genuine, he agreed to invest and made several payments from his NatWest account to account details the person gave him.

I've set out the payments Mr O made from his NatWest account below:

| Date | Amount |
|-----------------|--------|
| 12 October 2020 | £8,000 |
| 14 October 2020 | £7,500 |

Unfortunately, Mr O says he didn't receive the returns the person from customer services said he would. So he reported the payments he had made to NatWest as a scam and asked it to refund the money he had lost.

NatWest investigated but said it felt this was a civil matter between Mr O and the person he had sent the money to, so it didn't agree to refund the money he had lost. Mr O wasn't satisfied with NatWest's response so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think there was enough evidence that the payments Mr O had made were the result of a scam, so didn't think NatWest should have to refund them. Mr O disagreed 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.

Having done so, I don't think it would be fair to require NatWest to do anything further. I'll explain why below.

Has Mr O been the victim of a scam?

Before our service considers whether a bank has done enough to protect its customers, we must first be satisfied that a customer has been the victim of a scam. But despite both NatWest and our investigator saying they didn't think there was enough evidence of a scam and Mr O being given sufficient opportunity to provide any further evidence he has, I don't think there is enough evidence here to safely conclude that the payments Mr O has complained about were made as a result of a scam.

I'd like to reassure Mr O that 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 O has said the person he sent the money to told him he would be investing in real estate and would at least triple his money in a few months. But he hasn't been able to send us any evidence of the person saying this, or that the payments he made are connected to any real estate investment.

I appreciate Mr O says much of his communication with the person was done over the phone and he has since deleted all the messages from them, so he wasn't given any paperwork about what was agreed and doesn't have any record of it. And I recognise that this all happened a number of years ago now, and it is not always possible to provide complete records of all past communication.

But in the absence of any evidence of the discussions between Mr O and the person he sent the money to, other than what Mr O has said, I don't think we have clear evidence of how Mr O was told the investment would work, or what the payments he made from his account were for.

Mr O also received a number of credits into his account from the person he sent the money to, both before, between and after the payments he made. And I wouldn't expect a scammer to make so many payments, or payments of such significant amounts, to someone they were scamming.

So, based on the evidence we have available, I don't think I can safely conclude that the payments Mr O has complained about were made as a result of a scam. And so I don't think it would be fair for me to require NatWest to refund any of the payments he made here.

Mr O has said that he played a recording of a call he received from the person he sent the money to, and read out messages they had sent him, in calls with NatWest. And he feels this shows the person was scamming him. But having listened to the specific calls Mr O mentioned, as well as all other calls with him NatWest was able to locate, I don't think the calls or messages from the person demonstrate that this was a scam.

In the recording Mr O plays NatWest, you can hear another voice saying they will send Mr O money soon. But there are still no details about who the voice in the recording is, any investment they have agreed to, what the payments Mr O made were for or what the money they say they will send Mr O is in relation to. So I still don't think this is clear evidence that Mr O has been the victim of a scam.

I appreciate that my decision will come as a disappointment to him, and I recognise his strength of feeling about what has happened. But, for the reasons set out above, I don't think it would be fair to require NatWest to refund the payments Mr O has complained about here.

Customer service

Mr O also complained about the standard of customer service he received from NatWest while raising this scam claim. He's said several people from NatWest he spoke to over the phone were rude, unprofessional or aggressive towards him.

But having listened to the calls between it and Mr O NatWest was able to locate, I think the level of customer service it provided to him was reasonable. I think the information and explanations it gave him were broadly correct and I haven't seen any evidence of it being rude, unprofessional or aggressive towards him.

NatWest accepted that it was unable to locate two calls Mr O had specifically mentioned where he felt the customer service he was provided was poor, and so upheld his complaint in relation to calls and paid him £100 as compensation. As NatWest hasn't been able to locate those calls, I also haven't been able to listen to them. But, based on what Mr O has said and the evidence I have been able to review, I think the £100 NatWest has offered is fair and reasonable compensation for the distress and inconvenience any poor customer service in those calls caused to Mr O.

And so I don't think it would be fair to require it to pay him anything further.

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 O to accept or reject my decision before 6 March 2025.

Alan Millward
Ombudsman