

## **The complaint**

Mr S complains that National Westminster Bank Public Limited Company (NatWest) failed to sufficiently intervene causing him to fall victim to an authorised push payment (APP) investment scam.

## **What happened**

The details of this complaint are well known to both parties and so I will not repeat them again here. In summary, Mr S says he fell victim to an investment scam after first sending £78,300 to one company (that I will refer to as “T”) and then £43,745 to another (that I will refer to as “P”). He says he did so after believing NatWest had called him with an investment opportunity.

Our Investigator didn’t uphold the complaint as she did not consider there was sufficient evidence to show a loss occurred from a scam. Mr S disagreed and the case has been 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.

I will note that just because I have not included the full facts that does not mean I’ve ignored any points. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I have kept in mind that Mr S made the payment himself and the starting position is that NatWest should follow its customer’s instructions. So, under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

I’ve considered longstanding regulatory expectations and requirements, and what I consider to be good industry practice for firms when processing payments. In line with this, NatWest ought to have been on the look-out for the possibility of fraud and made additional checks in some circumstances. Mr S says he’s been the victim of a scam and that NatWest ought to have intervened on the payment he’s now disputing.

I’ve considered the evidence available, but I can’t fairly conclude that Mr S has lost the disputed funds as the result of a scam. T is a legitimate company and I can see no evidence of it being linked with anything fraudulent. Nor does it have any active warnings against it. I’ve similarly noted the merchant category code for P is one that suggests it was a firm conducting gambling activities. I’ve also not been supplied with any evidence to show there was anything untoward taking place with it.

I appreciate that Mr S has supplied as much evidence as he can, such as the screenshot he found of the firm he says he was sending money to on the Financial Conduct Authority's webpage. However, Mr S has not been able to supply a lot of the key information I would need to see in order to find a scam took place, such as messages between himself and the scammer - as he unfortunately no longer has them. He has also been unable to supply any further screenshots as he says all other details were on the website itself which is no longer available.

Considering the evidence supplied by Mr S, alongside his testimony, I do not have sufficient tangible evidence that links his payments being made and/ or lost because of a scam. Ultimately, Mr S hasn't shown a link between the payments he made and the scam he says took place.

Consequently, I'll note here for completeness, even if I thought NatWest should have intervened, with the lack of available evidence I cannot find such an intervention would have led to the losses being prevented.

I am sorry to hear that Mr S says he lost his funds to a scam and around the time it occurred he had other issues occurring – it is a large sum of money and he has my sympathy. However, considering what is available I haven't seen enough persuasive evidence Mr S made the payments now complained about due to being the victim of a scam. So, I don't find there are any grounds to uphold this complaint.

### Recovery

Although NatWest has signed up to the Contingent Reimbursement Model (CRM) Code, which is a voluntary Code which has the aim of providing customers with increased protection from APP scams, I would not be able to say it applies to Mr S's transfers. I'll explain why below.

Under the CRM Code, the starting principle is that a firm should reimburse a customer who is the victim of an APP scam (except in limited circumstances). But the CRM Code only applies if the definition of an APP scam, as set out in it, is met:

...a transfer of funds executed across Faster Payments...where:

- (i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or
- (ii) The Customer transferred funds to another person for what they believed were legitimate purposes, but which were in fact fraudulent.

However, I've not seen sufficient evidence that Mr S's losses have occurred because of an APP scam. So, I cannot fairly and reasonably say that NatWest should have to refund the transfers Mr S made under the Code when it doesn't look to apply here.

Similarly with the chargeback Mr S has referenced, which applies to his card payments, there are only specific situations where it may be successful. This is a voluntary scheme and not something that automatically guarantees a refund of the funds paid. As explained by our Investigator, the situation Mr S has complained about is not one that is covered under the scheme rules – especially when the available evidence suggests the payments were to a merchant linked with gambling. There are only limited situations a chargeback may be successful and I am not persuaded NatWest could have done anything further here.

So, in light of all of the above findings, there's no fair and reasonable basis under which I can ask NatWest to reimburse Mr S's loss.

**My final decision**

For the reasons given, my final decision is that I don't uphold this complaint against National Westminster Bank Public Limited Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 September 2025.

Lawrence Keath  
**Ombudsman**