

The complaint

Mrs B complains that National Westminster Bank Public Limited Company (“NatWest”) has not refunded the money she lost to what she believes was a scam.

Mrs B is represented in this case, but as the account is in her name and she made the payments, for simplicity I’ll refer to Mrs B throughout this decision, even when referencing what her representative has said on her behalf.

For completeness and in setting out the background of what’s happened here in full, I note there is a linked complaint with our service in respect of a further £3,000 loss as part of the same set of circumstances. These payments were made from a different bank account held by a different customer. While I might refer to these payments in order to set out what happened here, I make no findings as to the £3,000 loss as this is being considered under a separate complaint with our service.

What happened

The background to this complaint is well known to all parties and so I will not repeat them in full here. In summary, I understand things to be as follows.

A relative of Mrs B’s was looking to organise a visa/ work permit in order to come to the United Kingdom. Mrs B’s husband was in contact with a third party – I’ll refer to as A, that could assist with obtaining the visa/work permit.

Mrs B’s husband was in communication for several months with A from October 2023, via a messaging app, telephone calls and an in-person meeting that took place in January 2024.

Mrs B, from her own account (the account being considered under this complaint) sent a £1,000 payment to A by bank transfer on 26 December 2023 (which shows on the bank statement as 27 December 2023). A further payment of £1,000 was sent on 1 January 2024 to A (shows on the bank statement as 2 January 2024).

Mrs B’s husband gave A, a further £2,000 in cash at an in-person meeting on 15 January 2024 and a further £1,000 by bank transfer sent to A the same day. In total, £5,000 was given to A (by bank transfer and cash withdrawal).

When the process for the visa/work permit didn’t go as expected for Mrs B and her husband, they asked A for a refund of the money that had been sent.

Mrs B contacted NatWest to tell it that she believed she’d been the victim of a scam. NatWest looked into what happened and issued its final response letter on 6 August 2024. It didn’t feel it was liable for the money Mrs B had lost. This was because, it considered this to be a civil dispute between Mrs B and A.

Unhappy with NatWest’s response, Mrs B brought her complaint to this service and one of our Investigator’s looked into things. Having thought carefully about everything he’d seen and been told (across the two linked complaints), he found that it was more likely than not a

civil dispute between Mrs B and A. It followed that our Investigator didn't think NatWest had acted unfairly in not reimbursing the money Mrs B had lost.

Mrs B disagreed with our Investigator's view. In summary, but not limited to, she feels that the information shows A was not acting legitimately and that she's been the victim of a scam.

As no agreement has been reached this complaint has been passed to me for review.

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 broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations 2017 and the terms and conditions of the customer's account. However, that isn't the end of the story. NatWest is a signatory to the Lending Standards Board's Contingent Reimbursement Model Code ("the CRM Code"). This code requires firms to reimburse customers who have been the victim of authorised push payment ("APP") scams in all but a limited number of circumstances.

However, it doesn't apply to all transactions. For a payment to be covered, it needs to meet the Code's definition of an APP scam which is as follows:

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.

The Code also specifically doesn't cover what it terms "*private civil disputes, such as where a Customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the Customer is otherwise dissatisfied with the supplier.*"

The question this case turns on then is whether the purpose for which A received these payments were fraudulent. To reach a determination on that point, I need to consider what the intentions of A were – in other words, did he plan to deceive Mrs B and take her money from the start with no intention of fulfilling their side of the agreement? I can't know for sure what was in A's mind at the time, so I have to look at the available evidence and infer what their intentions most likely were. Unless that evidence shows that it's more likely than not that A intended to defraud Mrs B, I can't make a finding that she is a victim of fraud, and these payments would fall outside the scope of the CRM Code.

While this can be finely balanced, overall, based on everything I've seen and been told, I'm not persuaded that the evidence is strong enough to say that Mrs B was the victim of fraud. I'll now explain why.

I'm satisfied Mrs B made the two payments totalling £2,000 to A in the belief that A was assisting her and her family relative in obtaining a visa/work permit. I'm persuaded this is the case even if that belief possibly arrived due to her relationship with her husband – who appears to be the one in contact with A. As such, Mrs B's payments were received by the person she thought she was sending them to – A.

I've then gone on to consider what purposes A had in mind and whether those purposes were in line with what Mrs B thought. Having done so, I don't think there is enough evidence to suggest that there were cross purposes between Mrs B and A – in that what appears to have been arranged between them (Mrs B, her husband and A) was assistance in obtaining a visa/work permit for their family member.

From the chat messages I have seen between Mrs B's husband and A, it appears that documentation was gathered from Mrs B's relative to start the application process with the visa/work permit in the months prior to the first payment being made by Mrs B.

I can also see that there was continued discussion about the visa/work permits. A responded to Mrs B's husband's query about a potential change to the process/application, by providing a link to the UK government website.

I'm mindful that at points in the contact between Mrs B's husband and A, that different work permit/visa options were discussed – with one option being more expensive. I note that when discussing this, A doesn't appear to have applied pressure on Mrs B's husband to proceed with this more costly option and, I note that when talking about the additional costs A informed Mrs B's husband that these fees would be paid directly to the home office and not to A himself.

There was also a point at which A mentioned the deposit amount that would need to be paid in order for a part of the application process to be issued. Mrs B's husband said he'd send an amount of money by bank transfer across to A, but A replied to say not to send any funds at that time. A £1,000 payment was made from Mrs B's account to A at this point, despite A not asking for any funds to have been sent.

When carefully considering some of the aspects I've outlined above, I don't find these consistent with typical fraudster behaviour – in that a fraudster attempts to obtain as much money as quickly as possible. I'm further aware that when Mrs B's husband started raising concerns with A about their suspicions, A attempted to speak with Mrs B's husband by phone – although this was unsuccessful and contact was requested in writing by her husband.

Usually, I think it more likely than not that once a fraudster has been uncovered that they cease contact, but here I can see that A attempted to speak with Mrs B's husband and continued to reply over the messaging app. Further, I'm aware that when Mrs B's husband raised concerns with A, a refund of £420 was received into Mrs B's husband's account (on 2 April 2024, several months after Mrs B made the payments to A from her account). Again, I don't find this typical fraudster behaviour – to engage in continued communication and then proceed to send some funds back months after payments were made and received. Usually, fraudsters look to gain as much money as quickly as possible in an attempt to avoid detection.

I recognise Mrs B's strength of feelings about a number of aspects at play here, such as her thoughts and feelings about the interviews and training. She's told us that no interviews took place. Whilst I don't doubt Mrs B's feelings, information provided indicates that her relative was sent information/a link to a portal which contained training/courses to be completed. I think it more likely than not that this shows A did undertake steps towards obtaining the visa/work permit for Mrs B's relative.

Overall, while I think it's possible there has been some poor business practices on A's part, I can't say with any certainty, based on what I've seen and been told, that A never had the intention to support Mrs B or her relative in obtaining a visa/work permit. Nor can I say there

is strong enough evidence to find Mrs B has been the victim of fraud here. It is, of course, possible that the situation may change. However, I have to decide the case on the facts and information before me. I'm currently not able to conclude there is convincing evidence that Mrs B has been the victim of an APP scam.

If new material information does come to light, at a later date, then a new complaint can be made to NatWest. But I'm satisfied, based on the available evidence that I have seen and been presented with by all parties, that this is a civil dispute. I don't say any of this to downplay or diminish what Mrs B has been through here. However, my role is limited to looking at the actions and inactions of the bank and, while I'm sorry to have to disappoint her, I'm satisfied NatWest's decision that these payments did not fall under the scope of the CRM Code was correct.

As I've concluded there is insufficient evidence to demonstrate Mrs B fell victim to an APP scam, I haven't needed to determine whether NatWest could have recovered any funds.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 17 September 2025.

Staci Rowland
Ombudsman