

The complaint

Mr and Mrs B complain that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest') won't reimburse the money they lost when they say they fell victim to a scam.

What happened

Mr and Mrs B hold a joint account with NatWest. As Mr B was involved in withdrawals from that account, I'll mainly refer to him in this decision.

Mr B says that he met an individual I'll refer to as T through a neighbour. T offered Mr B the opportunity to invest in a recycling company I'll call W. Mr B says he believed he was buying shares which would be floated on the Stock Exchange. He understood that he was buying shares at £1 each which would float for a guaranteed amount of at least £10 per share.

Overall, Mr B says he lost over £70,000. This complaint is about cash that Mr B says he withdrew from his joint account and handed to T to invest. He withdrew £2,000 on 2 September 2019 and £5,000 on 21 August 2020.

Mr B was added to a messaging app group of other investors. There were delays in the launch of the share offer and ultimately T said he had health problems and then disappeared. Mr B hasn't received any money from his investment and believes he is the victim of a scam.

Mr B didn't raise a scam claim with NatWest but instructed solicitors to complain. NatWest responded and said that it hadn't investigated a scam or considered a claim under the CRM Code as it hadn't been notified of a claim.

Our investigation so far

The investigator who considered this complaint didn't recommend that it be upheld. He said that Mr B has a civil dispute with T. In any event, the investigator said there is no evidence that the cash withdrawals were used for the investment with W and that NatWest didn't need to do anything more when the cash was withdrawn.

Mr and Mrs B, through their professional representative, didn't agree with the investigator's findings. They said that the investment wasn't legitimate, W wasn't a company that was poised to float for millions of pounds, and the lack of contracts and other evidence is indicative of a scam. Mr B also said that he was prepared to sign a statement of truth under oath to confirm that the cash withdrawn from NatWest was given to T for the investment.

The complaint has been passed to me to decide.

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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – in other words on what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

There's no dispute here that Mr B authorised the withdrawals of cash. The relevant regulations say that Mr B is responsible for payments he's authorised himself.

I can see from Mr and Mrs B's statements that the cash was withdrawn from their joint account. But I have no evidence at all to lead me to believe that it's more likely than not the cash withdrawn was handed to T and lost in a scam. Mr B said he met T at service stations and handed over cash at various points. There is no evidence in any chat messages or otherwise of any meetings being arranged or reference to cash being handed to T. And Mr B hasn't been able to provide this service with any form of receipt or other evidence that might help to show that the cash withdrawn was put towards the investment. In the circumstances, I can't fairly say what the cash withdrawn was used for or that it was lost to a scam, so I can't reasonably ask NatWest to reimburse them.

Mr and Mrs B's representative has said that Mr B is prepared to swear under oath that the £7,000 cash withdrawn in September 2019 and August 2020 was passed to T and lost. But the Financial Ombudsman Service is an informal dispute resolution service that decides cases based on the evidence available.

Overall, whilst I'm sorry to hear about Mr and Mrs B's loss and of the impact it has had on each of them, I can't fairly ask NatWest to reimburse them.

My final decision

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 24 April 2025.

Jay Hadfield
Ombudsman