

The complaint

Mr O has complained that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) won't refund the money he says he lost in a scam.

What happened

Mr O has explained that he was looking to invest and found an online investment company offering financial advice. They advised him on how to invest through their website, and encouraged him to put in more. But in the end, their site was taken down and Mr O was unable to withdraw.

Mr O says he funded this investment by making card payments to an online gold dealing merchant. The card payments he's pointed to were made over the course of several weeks in late 2024 and totalled around £9,700.

A few months later, Mr O reported the matter to NatWest. NatWest said they sympathised but didn't think they were liable for Mr O's stated loss.

Our Investigator looked into things independently and didn't uphold the complaint. Mr O's representatives asked for a final decision, so the complaint's 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.

It sounds like Mr O may have fallen victim to an investment scam, and if so then he has my sympathy there. I appreciate that such scams can really be cruel, and are often not easy matters to face. And I appreciate why he'd want his money back from any scam. We must keep in mind that it'll be the scammers who'd be primarily responsible for any scam they committed, and it'll be the scammers who'd really owe the lost funds back. But in this case against NatWest, I can only look at what NatWest are responsible for. And having carefully considered everything that both sides have said and provided, I can't fairly hold NatWest liable for Mr O's stated loss. I'll explain why.

First, it's not clear that these particular payments were related to the scam in question. The investments that Mr O was discussing with the scammers were in things like stocks and shares or fiat currency trading. But the payments he's highlighted were made to a merchant that dealt in buying physical gold or other precious metals, or to the merchant's payment processor. The merchant was a different website in a different country and appears to have been separate to the scammers' investment company – I've not found any significant link between the two. From Mr O's contact with the investment scammers, I can't see that he was told to pay this merchant in relation to the scam, and we've not been given any other evidence to substantiate that these payments were related to the scam. The gold merchant is a registered business which is still active in its home country and appears to have been trading for many years. And Mr O continued trying to make payments to this gold merchant in 2025, months after the scam finished and even after he'd complained about it, which indicates he was genuinely dealing with the merchant outside of the stated scam.

So I don't have sufficient evidence that these payments were lost to a scam. Indeed, based on the evidence I have, including Mr O's continued activity with the merchant afterwards, it seems more likely that they were not related to the investment scam in question. So I don't have sufficient evidence of a relevant scam loss for NatWest to potentially be held liable for in any case. With that said, even if I were to conclude that these payments were all lost to the scam in question – despite the evidence at hand – I'm afraid I still couldn't reasonably hold NatWest responsible for that alleged loss. I'll explain why.

It's not in dispute that Mr O authorised the payments involved. So although he didn't intend for the money to end up with scammers, as he said it did, under the Payment Services Regulations he is liable for his own payments and a resulting loss in the first instance. And broadly speaking, NatWest had an obligation to follow his instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.

NatWest should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them. But a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. I've thought carefully about whether NatWest should have done more in Mr O's case.

However, I don't think the payments involved were so unusual or out of character that NatWest needed to intervene. While I appreciate that this would be a substantial amount to lose in total, these payments were each of relatively unremarkable values which were not out of line with some of Mr O's previous transactions, and they were spread out over several weeks. The spending was never quite so large or rapid that I'd expect it to have been of particular concern, it didn't form any particularly suspect pattern, it was going to an established merchant, and I can't see that NatWest would've been aware of any other factors which should've caused them to intervene on scam concerns.

I do acknowledge that NatWest blocked some attempted payments. But that was because they were concerned about whether Mr O was really authorising them, rather than about any notable risk of a scam. For example, I can see that Mr O entered his details wrong, which caused a block. Mr O then confirmed that the payments were genuine and that it was him making them, so I think it was reasonable for NatWest to then let them go ahead. Per the above, I don't think they needed to intervene on scam grounds.

I've then considered what NatWest did to try to recover the money after Mr O told them he'd lost it to a scam. It wasn't possible for NatWest to forcibly take the money back from the gold merchant whenever they wanted. As far as I can see, the gold merchant were separate to the scammers' investment company – these payments were not made to the scammers directly. And the merchant would've provided the service they were supposed to, even if it was provided to the scammers' benefit, and even if the scammers told Mr O that the payments would be for a different purpose. From what I've got, there were no reasonable grounds on which to make a Section 75 or chargeback claim. There was no chargeback rule which would've been appropriate here, and there wouldn't have been the appropriate link between the parties or an applicable breach by the gold merchant. So as far as I can see, there was no reasonable prospect of success for such a claim, and so it's reasonable that NatWest didn't go down that route. NatWest are not the police and were not in a position to bring criminal charges against the merchant on the representatives' suggested accusation that they were an accessory to a crime. And I'm afraid there was nothing more that NatWest could've reasonably done to get the money back here.

So while I'm very sorry to hear that Mr O was victim to a scam, I don't think NatWest can fairly be held responsible for his stated loss. And so I can't fairly tell NatWest to reimburse Mr O in this case.

My final decision

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

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 4 November 2025.

Adam Charles
Ombudsman