

## The complaint

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

## What happened

Mr S's representatives have explained that he paid into a cryptocurrency investment scheme following an in-person event and his friends making good returns.

Over the course of November 2023, Mr S paid around £2,700 from his NatWest account to his cryptocurrency wallet. He says he then sent the funds onto the investment scheme and suffered a loss.

In 2024, Mr S complained about this to NatWest. NatWest didn't think they were liable for the alleged loss.

Our Investigator looked into things independently and didn't uphold the complaint. Mr S's representatives asked for an ombudsman's decision, so the complaint's been passed to me.

I sent Mr S and NatWest a provisional decision on 9 June 2025, to explain why I didn't think the complaint should be upheld. In that decision, I said:

*It's not clear whether Mr S did fall victim to a scam here. There is a high legal threshold or burden of proof to conclude that someone was intentionally trying to commit fraud; as opposed to – for example – running a high-risk unregulated scheme or managing a scheme poorly. And while I do appreciate the representatives' concerns, I've not been given much evidence about this scheme, so I don't have much to substantiate whether the scheme set out to defraud investors or not.*

*More importantly, I don't have sufficient evidence that Mr S actually suffered any loss here. His representatives have provided evidence of him paying money into his crypto wallet, buying crypto, and sending it somewhere. But they've not provided any records of Mr S's contact with the scheme, beyond a group chat message pointing out that the scheme was receiving positive media attention. And they say he doesn't have any record of his contact with his friends about the matter either. So I don't have any evidence of him being told to send crypto in relation to this scheme, nor of where he did send his crypto to – for all I know, he might've sent it to another wallet of his own, or to a friend, or to someone who provided goods or services he purchased, and so on. The representatives also provided a screenshot which they say is from the scheme's platform. But this just shows that a balance was held by someone. So for all I know that balance was or is available to Mr S, or was only lost due to mismanagement of the scheme, or this was a screenshot of someone else's account, and so on. I'm afraid it does not, as the representatives claimed, actually show that Mr S's funds were locked or restricted inappropriately.*

*So I don't seem to have sufficient evidence that Mr S was scammed, or that he suffered any relevant loss here. Which would mean there'd be no scam loss for NatWest to potentially be held liable for.*

*With that said, even if I were to conclude that this was a scam, and that Mr S suffered a loss, despite the current lack of evidence, 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 S authorised the payments involved. So although he didn't intend for the money to end up with what he now thinks were scammers, under the Payment Services Regulations he is liable for any 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 S's case had this turned out to be a scam.*

*However, while I appreciate this would've been a substantial amount to lose in total, the payments were each relatively small, were going to another account of Mr S's, and were spread out over nearly two weeks. The payments were never so large or rapid that I'd have expected them to be of particular concern to NatWest here. The amounts were not out of character for Mr S's account, nor was the fact that he was sending funds to his crypto wallet – he'd had a number of transactions with crypto trading firms in the preceding period. The reason a particular payment was declined was because it went over the crypto spending limit for that day, not because the payment was suspicious or found to be potentially fraudulent. That was just the limit being automatically applied, similar to how one can only withdraw so much cash from an ATM each day. I don't see that NatWest had sufficient reason to think that Mr S was at a concerning risk of foreseeable harm due to these payments, and I don't think they needed to intervene or warn him further in this case.*

*Mr S's representatives say he called NatWest about the payments when the initial one wouldn't go through. They've not provided any evidence of this call, and I've not found any evidence of it on NatWest's end. NatWest found no record of such a call either. So I don't have sufficient evidence to say this call happened. But even if I assume it did, from what Mr S has said, it was regarding his initial transfer, which was small, in line with his previous spending, and – at that point – just the first one. And the call was apparently just about how to put the payment through, which he was in fact able to do without issue. So, assuming that the call did happen, it doesn't sound like there was anything in it which should've reasonably caused NatWest to think Mr S was being scammed – again, assuming this was a scam. So I can't reasonably hold NatWest liable for the alleged loss on the basis of that alleged call.*

*Finally, I've considered whether NatWest could've reasonably done more to recover Mr S's funds after he told them he thought this was a scam. As the payments went to his own cryptocurrency account, they were not covered by the CRM Code for scams. These were open banking payments and were not eligible for a chargeback either. And as Mr S had sent the payments to an account of his own, then already sent the funds on, it wasn't possible for NatWest to recover those funds. So I'm afraid there was nothing more that NatWest could've reasonably done there.*

*So while I'm sorry to hear that Mr S may have lost his investment, I don't currently think that NatWest can fairly be held responsible for his alleged loss. And so I can't fairly tell NatWest to reimburse Mr S in this case.*

I said I'd consider anything else anyone wanted to give me – so long as I received it by 7 July 2025. Both sides confirmed they received the provisional decision, but neither added anything further.

### **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.

Neither side have sent me any new evidence or arguments. So having reconsidered the case, I've come to the same conclusion as before, and for the same reasons as set out in my provisional decision above.

### **My final decision**

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 S to accept or reject my decision before 5 August 2025.

Adam Charles

**Ombudsman**