

## Complaint

Mr H is unhappy that National Westminster Bank Public Limited Company ("NatWest") didn't reimburse him after he told it he'd fallen victim to a scam.

## Background

On 1 February 2024, Mr H entered into a contract with a company I'll refer to as E. He paid E a fee of £45,000 to arrange for the safe transport of Mr H's mother from overseas to a hospital in the UK. Mr H says he was told that his mother would be transferred promptly (the following day, at the latest) if he was able to send funds within two hours. There were significant delays, but Mr H was reassured by E that the medical ground crew would be with him by 5pm on 2 February 2024. Unfortunately, nobody turned up. Mr H's mother passed away two days later.

Mr H contacted NatWest and told it that he'd fallen victim to a scam. It considered whether the payment was covered by the Lending Standards Board's Contingent Reimbursement Model (CRM) Code. It concluded that Mr H had made a payment to a genuine company and so considered he had a private civil dispute with that company.

Mr H disagreed with the bank's conclusion and so referred his complaint to this service. It was looked at by an Investigator who didn't uphold it. The Investigator's conclusions were broadly aligned with those of the bank. Mr H wasn't happy with that and so the complaint has been referred to me to consider and come to a final decision.

## Findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I issued provisional findings on this complaint on 22 May. I wrote:

*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 (in this case, the 2017 Regulations) 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 CRM Code, which requires firms to reimburse customers who have fallen victim to authorised push payment (APP) scams.*

*To benefit from the protections of the CRM Code, the circumstances of the payment need to fall within its definition of an APP scam. For the purposes of this complaint, the CRM Code defines such a scam as one where "the Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent." The CRM Code also specifically does not 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."*

*As a result, the first question I have to consider is whether what has happened to Mr H meets the relevant parts of the definition in the CRM Code. The answer to that question turns on what the intentions of the individuals operating E were. I need to be persuaded that the evidence is sufficiently strong to show that the purpose of those individuals in procuring this payment from Mr H wasn't aligned with his purpose in making it – i.e. that they didn't intend to provide the service Mr H believed he was paying for. Of course, I can't know what their intentions were and so I must draw inferences from what the other available evidence tells me as to what they likely were.*

*Mr H and his representatives have pointed to several things that might suggest the company isn't legitimate – for example, it doesn't have a permanent office in the UK and is instead registered at an address associated with a very large number of companies. Although it has a presence on the Companies House register, it has only ever uploaded one set of accounts.*

*However, it appears that E is not just a UK company. There's a connected company operating in another European country. As part of the investigation into complaints against E, I've seen statements showing funds moving from a UK account to an account in the name of that other company. I can't know for sure why the company structured its operations in that way, but it's not necessarily indicative of fraudulent intent. Overall, I'm not persuaded that these peculiarities in the E's Companies House records are enough to show that this was a scam.*

*I've also considered publicly available information about E. There are many online reviews available. Some are from individuals reporting positive experiences, and some of those reviews look authentic – for example, they include photographs and come from reviewers who've left feedback on other unrelated businesses. These reviews span several years. Many other reviews report very poor experiences. But overall, the picture they paint is of a genuine business that is chaotically mismanaged, rather than a fraudulent one. I say that because most of the negative reviews I've seen suggest E was carrying out its agreements with clients but doing so poorly.*

*For example, I've seen reviews from people who paid for extras but only received the standard service, people citing the lack of clinical knowledge on the part of its customer service staff and the lack of compassion and care by the medical staff undertaking the transportation of patients. All these shortcomings might justify a claim for damages in the civil courts, but I'm not persuaded that they're enough to show that E took Mr H's money with no intention of providing the service that had been agreed.*

*The receiving bank has also shared information to help us investigate whether this is a scam. I've seen redacted statements for the four weeks before Mr H made his payment. These show that E received multiple payments from other people hiring it to carry out similar services. In the month before Mr H paid E, it received funds from around ten new clients.*

*While some fraud allegations have been made to the receiving bank, there are significantly fewer allegations than the number of apparently legitimate payments received. If E was a fraudulent operation, it seems unlikely that it would have defrauded only a small proportion of its clients. It's also worth noting that the receiving bank investigated those concerns and didn't identify (in its view) a credible allegation of fraud.*

*I don't say any of this to downplay what Mr H has been through. I recognise that he paid a substantial sum of money for a service that ultimately wasn't delivered and that the consequences of that failure on E's part were severe. I can't definitely rule out the possibility that this was a scam, but I don't think the weight of the evidence supports that conclusion and so I can't uphold this complaint.*

NatWest responded to say it didn't have anything further to add. Mr H disagreed with the outcome I'd reached in the provisional decision. He responded in some detail, but I've summarised the main points he raised below:

- The bank took no steps to protect Mr H here. He says there were no warnings given during the payment process and that, since this payment was clearly out of character, it ought to have been challenged by NatWest.
- He was under significant pressure to make a decision. That urgency meant that he was vulnerable. That fact ought to be taken into account when deciding this complaint
- E has a clear track record of failing to deliver on its promises in a systemic way. That's supported by the fact that it was subject to an exposé on a well known television programme and the fact that there are multiple rulings against it in the courts of the country in which it primarily operates.

I've considered these points carefully, but I'm afraid I'm not persuaded to come to a different outcome. I'll explain my reasons why.

As the payment was authorised by Mr H, the bank's primary obligation here was to process it. However, there were also a range of expectations on it in terms of fraud prevention, including (but not limited to) the CRM Code. Good industry practice required that it be on the lookout for payments or account activity that were unusual or out of character to the extent that they might have indicated a fraud risk. On spotting such a risk, NatWest needed to proportionate steps to protect the customer. That might be as simple as providing a written warning or it could extend to temporarily blocking a payment so that it can call the customer to discuss the wider circumstances. I accept that didn't happen here. However, those requirements only really come into play if I'm persuaded that Mr H was the victim of fraud and I'm not persuaded he was.

I also recognise that he was under significant pressure to make a decision here and I'm sure that E took advantage of that. It's clear that the urgency he must have felt would have made it much harder to think things through clearly. Looking back with the benefit of hindsight, it's clear that Mr H's decision to pay E for its services, while understandable under the circumstances, turned out to be a poor one. Sadly, unless there is evidence of fraud, the bank isn't required to protect individuals from making decisions that, in hindsight, may not have been wise, nor is it expected to question the reasoning behind those choices.

I've taken into account the legal cases Mr H has highlighted involving E. These cases clearly show that, on several occasions, E either failed to deliver the services it had promised or provided services that were seriously inadequate. I fully understand why Mr H would put this forward as compelling evidence supporting his contention that he's the victim of fraud. However, rather than pointing to a scam, this pattern actually supports the view that the issue is more likely a private civil dispute.

In those court cases, E was found to be in breach of contract for not fulfilling its obligations and that's something that closely mirrors Mr H's experience. If E's actions were part of a deliberate attempt to defraud people, it's unlikely it would engage with legal proceedings or comply with any financial settlements awarded. Given these similarities, it's entirely possible that a court would find E to have breached its contract with him as well. If that's the case, pursuing civil recovery could be the appropriate way for him to try to recover his losses.

I completely understand why Mr H might feel that being pushed in this direction is unfair, especially given everything he's already been through. I don't want to unnecessarily reiterate my sympathy, but I do genuinely recognise how difficult this must have been. That said, based on the evidence available, I find this to be a private civil dispute rather than a deliberate scam.

### **Final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 August 2025.

James Kimmitt  
**Ombudsman**