

## **The complaint**

Mr R complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (“NatWest”) won’t reimburse money he lost to a cryptocurrency investment scam.

## **What happened**

The detailed background to this complaint is well known to both parties and has been previously set out by the investigator in their assessment. So, I won’t repeat it again here. Instead, I’ll focus on giving my reasons for my decision.

In summary, Mr R came across an investment opportunity through social media. After providing his details he was added to a group chat with other potential investors. He says he was interested in the returns he could make, and he was unable to find anything negative about the company through online research. Mr R also says he was provided with documents about the company. All of this resulted in Mr R being persuaded that the investment was legitimate. Mr R made a series of faster payments totalling £43,000 between the period 20 April and 23 May 2022. The payments were being made to Mr R’s own existing cryptocurrency account, before he transferred the converted crypto assets onwards to the alleged investment platform. It was when Mr R encountered issues withdrawing funds that he says he realised it was a scam.

Through his professional representative, Mr R raised a claim and subsequent complaint with NatWest were rejected before being brought to this service.

One of our investigators looked into this matter and concluded that Mr R hadn’t sufficiently evidenced the extent of the loss he had suffered. She therefore did not uphold this complaint.

In response, Mr R requested more time to review his records and to make a clear list of the credits he received. Mr R’s professional representatives later informed our investigator that Mr R would be unable to provide the further information and requested the case be referred to an ombudsman for a decision. And so this 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.

Having done so, I agree with the conclusions reached by the investigator. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I have reach my decision based on the balance of probabilities – in other words, on what I consider is more likely to have (or would have) happened, in light of the available evidence and the wider circumstances. In this case, I’m not persuaded I can uphold this complaint on the evidence before me and I wouldn’t be comfortable with directing NatWest to reimburse Mr R for the funds he said he lost as a result of this scam, and I’ve explained why below.

In this decision, I’ll concentrate my comments on what I think is relevant. If I don’t comment

on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this and this reflects the nature of our service as a free and informal alternative to the courts.

Overall, I don't think I have been provided sufficient evidence to demonstrate the loss that Mr R says he suffered. I also have concerns that we don't have a full picture of Mr R's role and what was going on during the scam that took place nor the source of funds – particularly whether he was simply borrowing funds to invest, and/or whether he was investing on behalf of others.

Mr R has provided evidence which includes scam chats, numerous scam related documents and a cryptocurrency account statement. In addition, Mr R has provided his recollection of events as well as responses to questions raised by our investigator during their investigation. However, these call into question Mr R's submissions, namely that he was only investing for himself with funds that he had borrowed.

Our investigator questioned Mr R about the credits he received into his account totalling £76,000 around the scam period. This is because when Mr R was originally asked about the source of funds that were lost to the scam, he explained to our investigator they'd come from his income, savings and the sale of property. However, when Mr R was specifically asked to explain the incoming credits, he explained the funds lost to the scam were monies he had borrowed in the form of a loan, which contradicted what he originally said.

In our investigator's findings, it was explained that they considered Mr R was acting as an 'agent' of the scam company which required him to recruit others to invest in the platform. This was for his own personal gain in exchange for a fixed salary paid in cryptocurrency and commissions from the those he had recruited to invest. They also highlighted that the payment references linked with payments made both in and out of his account did not suggest these were loan payments being received, nor loan repayments being made.

Mr R has provided evidence of a signed document from one individual whom funds were borrowed from. This signed document states the funds were lent to him on a personal loan basis and that they were *'not, in any way connected to any form of investment, including but not limited to stocks, cryptocurrencies, or other financial instruments'*. Considering this document was signed and dated two years after the funds were borrowed, I'm not persuaded by this. Especially after reviewing the available scam chats which make reference to Mr R recruiting others to invest in the alleged investment.

Considering the significant credits received, I don't think it's unreasonable to expect Mr R to have held some record from the time he said he was in receipt of borrowed funds, the terms these funds were borrowed under and how/when the funds were expected to be repaid.

Furthermore, the payment reference entries for the funds being received clearly state 'Crypto' and the funds that were repaid also reference 'Crypto cap repay'. It's also worth noting, upon review of Mr R's account statement, some of the funds that are said to have been borrowed as a loan and then repaid to the same individual take place after the disputed transactions complained about. I also can't ignore that another individual Mr R receives several credits reference 'Crypto invest' – which Mr R also claims were borrowed.

That said, having carefully reviewed the scam chats I can see that Mr R does make reference to his own investment in the scam for the sum of around £20,000. This would suggest, that for at least some of the funds, Mr R was investing on his own behalf. But in relation to his role and involvement, Mr R was silent on this point in his response to our investigator's findings.

I should also mention that Mr R's account history shows payments made to and received from his cryptocurrency account. These include payments that haven't been disputed by Mr R as being lost to the scam. And these payments take place both prior and during the period of the scam itself. There's also a significant withdrawal made to Mr R's NatWest account after the disputed transactions, which he claims *'were likely payments from my Binance account, which I was not able to deposit to the crypto scam immediately, so I will have returned them to my bank account'*. I'm not persuaded by this, as this isn't supported by Mr R's cryptocurrency account statement. The date of the largest withdrawal was after Mr R was already convinced it was a scam.

Just as our investigator has also mentioned, Mr R's cryptocurrency account statements show significant other activity during the period of the scam. Some of which Mr R claims were not related to the scam. These include both fiat related deposits and withdrawals as well as a significant number of cryptocurrency specific deposits to his account during this same period. With this in mind, it makes it extremely difficult to establish what exactly was lost to the scam from Mr R's cryptocurrency account. Let alone being able to identify what assets might've been recovered or to be satisfied that the disputed transactions raised by Mr R were even lost to the scam at all.

With all of this activity going on, I don't have enough of a clear picture about what happened that I can rely on to fairly uphold this complaint. But even if I were satisfied that Mr R could satisfactorily establish his loss, when I consider Mr R's role here as set out above, I'm not persuaded any intervention by NatWest would have stopped him from proceeding with making the payments.

I've also considered whether there are any ways NatWest could have recovered the payments, but I don't consider it could have. Mr R bought genuine cryptocurrency with the funds which he then sent on as part of this scam. So he did receive what he paid for, even if he then lost it due to the scam.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 February 2026.

Mark O'Connor  
**Ombudsman**