

The complaint

Mr B complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY won't refund the money he lost when he was the victim of a scam.

What happened

In July 2025, Mr B was looking to buy some trainers and found some he was interested in advertised online. He contacted the seller, agreed the purchase, and then made two payments from his NatWest account to pay for the trainers, as set out below:

Date	Amount
8 July 2025	£200
9 July 2025	£2,300

Unfortunately, Mr B says the trainers never arrived. He then reported the payments he had made to NatWest and asked it to refund the money he had lost.

NatWest investigated and paid Mr B £50 as an apology for delays in responding to his complaint. But it didn't agree to refund the payments he had made. Mr B wasn't satisfied with NatWest's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think there was enough evidence to show Mr B had been the victim of a scam. So they didn't think NatWest should have to refund the payments he had made. Mr B disagreed with our investigator, so the complaint has been passed to me.

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 don't think it would be fair to require NatWest to refund the payments Mr B has complained about here. I'll explain why below.

Before our service considers whether a bank should be required to refund a customer, we must first be satisfied that the customer has been the victim of a scam and has suffered a loss. But despite requesting evidence from him on a number of occasions and giving him sufficient opportunity to provide it, I don't think we have enough evidence from Mr B here to safely conclude that the payments he has complained about were made as a result of a scam or that he has suffered a loss as a result of them.

Mr B hasn't been able to provide a full record of his communication with the seller of the trainers, or any evidence to support that the trainers were never delivered to him or he didn't receive them.

I appreciate Mr B has said he has since deleted the social media profile from which he was messaging the seller, and so is unable to recover the messages. And that he's said these

messages could still have been provided if NatWest had responded more quickly to his scam claim. But, regardless of the reason why the messages are now unavailable, we are left in a position where we don't have any evidence to support that the seller never sent the trainers and intended to operate a scam.

So I don't think I can safely conclude that the payments Mr B has complained about here were made as a result of a scam, or that he has suffered a loss as a result of them. And so I don't think it would be fair for me to require NatWest to refund any of the payments B has complained about here.

Mr B has also complained about the time NatWest took to respond to his scam claim. But, from the evidence I've seen, the funds were removed from the account he sent the payments to before he tried to report the scam to NatWest. So nothing I would reasonably have expected NatWest to have done would have led to any of his funds being recovered. And I think the £50 NatWest has paid for the delays in its response to his complaint is fair and reasonable compensation for the distress and inconvenience this poor customer service caused him. So I don't think it would be fair to require NatWest to pay anything further.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 April 2026.

Alan Millward
Ombudsman