

The complaint

Miss Z complains that National Westminster Bank Plc ('NatWest') won't refund money she says she lost as the result of a scam.

What happened

In summary: Miss Z says she was the victim of an investment scam in October 2021 and is unhappy that NatWest won't refund her the money she lost as a result.

Miss Z raised a fraud claim with NatWest in October 2021, however they declined to refund her. So, Miss Z raised a complaint. As part of her complaint Miss Z also complained about NatWest's decision to close her account.

NatWest considered Miss Z's complaint but didn't uphold it, saying:

- They weren't refunding the transactions she was disputing as they were made to a trading account in her name. And, as Miss Z received a credit from one of the accounts she paid, they believed the transactions were genuine.
- The payments Miss Z was disputing weren't unusual and weren't flagged as suspicious.
- NatWest apologised if Miss Z felt she had been mistreated by them.
- Miss Z was given 14 days' notice of their intention to close her account which was in line with the terms and conditions of her account.

Miss Z wasn't happy with NatWest's response, so she brought a complaint to our service.

In Miss Z's initial complaint to our service, she raised the following points:

- She'd made five payments as the result of a scam, for; £500, £2,398, £2,500, £1,200 and £1,700.
- Her account had been blocked after she received a cheque which had been deposited into her account.
- NatWest closed her account but didn't tell her why this was happening, and as a result of this she couldn't open any new bank accounts.

An investigator looked into Miss Z's complaint and didn't uphold it for the following reasons:

- NatWest wasn't under an obligation to continue offering an account to her and had given her 14 days' notice of their intention to close her account, which was in line with the terms and conditions of her account.
- NatWest hadn't negatively impacted her credit file, however they said another business had logged a marker which Miss Z would need to raise with the credit referencing agency.
- There was no evidence that NatWest had discriminated against her in closing her account.

- NatWest had acted reasonably in declining her fraud claim.

The investigator was contacted by a professional representative who responded on Miss Z's behalf in response to the investigator's opinion. They told us that Miss Z wasn't complaining about the closure of her account, her complaint was in relation to the payments she made as a result of a scam – which the representative felt hadn't been fully assessed.

Ultimately, Miss Z's complaint was reallocated to an investigator who deals with complaints relating to fraud or scams.

Having reviewed Miss Z's complaint, they didn't uphold it. The investigator felt there was insufficient evidence that a scam had occurred, or that Miss Z had experienced a financial loss as the result of a scam. The investigator highlighted inconsistencies in the evidence and testimony that Miss Z has provided to our service.

Miss Z disagreed with the investigator's opinion and asked for the case to be reviewed by an ombudsman.

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 carefully considered the information that Miss Z had given us, I've reached the same outcome as the investigator, and I'll explain why.

In Miss Z's complaint form, she told us that she made five payments as the result of a scam – these payments totalled just over £8,000. However, these payments don't match the transactions made on Miss Z's account. The professional representative, that made a later submission on Miss Z's behalf, said she was disputing 15 payments – totalling over £11,000.

Having reviewed Miss Z's statements, I can see that credits were received into her account before she made the payments she is disputing. The investigator asked Miss Z about these payments and was initially told that Miss Z had borrowed money from her brother. However, when further credits to the account were highlighted with different payment references, Miss Z told us that some of the money was from her brother and that other credits were from other family members. But there was no clear explanation for two credits received into her account, which had the same reference name as the investment company that Miss Z said she made the payments to as part of the scam. These payments totalled nearly £2,000 and were made in between the transactions that the representative said Miss Z was disputing. All of the 15 payments that Miss Z says were made as part of the scam, were funded by money paid into Miss Z's account immediately before the payments were made out.

Due to the inconsistencies in the testimony and evidence that Miss Z has given us, it's difficult to understand exactly what happened and I'm not satisfied that I can safely conclude that Miss Z was the victim of a scam.

However, even if I was satisfied that Miss Z was the victim of a scam, it wouldn't change the outcome in this case. I say this because I'm not satisfied that the payments Miss Z made from her account were funded by her own money, so I'm not satisfied that Miss Z experienced a financial loss. If the money was received from family members, then it wasn't Miss Z's money that was used to make the payments and I couldn't fairly ask NatWest to refund Miss Z.

Having considered all of the information that I have available, I'm not persuaded that I can fairly hold NatWest liable or require them to refund Miss Z any money that she says she lost.

For completeness, although Miss Z's representative has told us that she wasn't complaining about the closure of her account, I have considered those points of her original complaint.

From what I've seen, NatWest gave Miss Z 14 days' notice of their intention to close her account, which is in line with the terms and conditions of her account. On that basis, I can't fairly say that NatWest have acted unreasonably in deciding to end their banking arrangement with Miss Z.

My final decision

My final decision is that I don't uphold this complaint against National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Z to accept or reject my decision before 4 December 2023.

Lisa Lowe
Ombudsman