

## The complaint

Mr A complains that National Westminster Bank Plc ("NatWest") have failed to refund money that Mr A lost as part of an investment scam.

## What happened

Mr A was contacted by someone who said they worked for a Bitcoin trading company that I will call B. From what I can see he made the following card payments to "CRO, ST Julians MT" which I understand is Crypto.com that were used to buy cryptocurrencies and were then forwarded onto B.

The payments made were as follows;

Transaction Number	Date	Merchant	Amount	Running Total
1	07/04/2021	CRO, ST Julians MT	£203.26	£203.26
2	08/04/2021	CRO, ST Julians MT	£125.82	£329.08
3	08/04/2021	CRO, ST Julians MT	£3,699.99	£4,029.07

Mr A then tried to login to his account with B. But as Mr A was unable to do so, he realised he had been scammed.

Mr A raised a complaint with NatWest as he believed that NatWest should have stopped him from making the payments in question.

One of our investigators looked into this matter they decided that the transactions were not sufficiently out of character to warrant an intervention by NatWest and that there was not other means of NatWest recovering the funds.

Mr A did not agree with this and therefore his complaint was passed to me to issue a final decision.

## 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 for the following reasons:

It isn't in dispute that Mr A authorised the disputed payments he made to Crypto.com using his NatWest debit card (where his funds were subsequently transferred on to the scammers from his crypto wallet). The payments were requested by him using his legitimate security credentials provided by NatWest, and the starting position is that banks ought to follow the instructions given by their customers in order for legitimate payments to be made as instructed.

However, I've considered whether NatWest should have done more to prevent Mr A from falling victim to the scam, as there are some situations in which a bank should reasonably have had a closer look at the circumstances surrounding a particular transfer. For example, if it was particularly out of character. However, having taken Mr A's account activity and limited payment history into account, I do not think the payments he is disputing should have been regarded as particularly unusual.

I note that there was an intervention in relation to the first payment but that was limited to NatWest making sure the payment was authorised. I don't think that NatWest needed to do more.

The remaining payments were not of such a large amount that they would represent a significant deviation from what would be considered as 'usual' activity. I accept that the last payment does represent a larger payment than Mr A usually made but not sufficiently so, in my opinion, to have necessitated an intervention from NatWest.

So, having considered the payments Mr A made, I'm not persuaded there was anything that ought reasonably to have triggered NatWest's fraud monitoring systems (apart from the first payment being checked that it was genuine), or that would have indicated he was in the process of being scammed. I therefore do not consider there to have been any obligation on NatWest to have intervened any further

I've also thought about whether NatWest did enough to attempt to recover the money Mr A lost, as there are some instances where debit card transactions can be refunded through making a chargeback claim.

In this case, a chargeback would not have been successful, as the transactions Mr A used his debit card for was to pay Crypto.com for the purchase of cryptocurrency, which he duly received. It was only when the cryptocurrency was transferred from his crypto wallet to the scammer did the loss then occur. So, he could not claim that he did not receive the goods or services paid for from his NatWest account, which was the purchase of the cryptocurrency. As a result, I don't think NatWest have acted unreasonably by failing to pursue a chargeback claim here.

I appreciate this will come as a disappointment to Mr A, and I'm sorry to hear he has been the victim of a cruel scam. However, I'm not persuaded that NatWest can fairly or reasonably be held liable for his loss in these circumstances.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 October 2023.

Charlie Newton  
**Ombudsman**