

## **The complaint**

Mr H has complained that National Westminster Bank Plc (NatWest) won't refund the money he lost after falling victim to a scam.

## **What happened**

In autumn 2021, Mr H responded to an advert on social media, which had been placed by a scammer. The scammer persuaded him to invest in cryptocurrency through them. Mr H paid the scammer around £9,500 over several payments, by sending money from his NatWest account to another account of his own, then onto the scammer. Mr H was unable to withdraw his investment, the scammer became distant, and he realised he'd been scammed.

In summer 2023, Mr H reported the scam to NatWest and complained. NatWest didn't think they were liable for Mr H's loss.

Our Investigator looked into things independently and didn't uphold the complaint. Mr H's representatives didn't agree, so the complaint's 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.

I understand that Mr H fell victim to a scam, and so he has my sympathy. I appreciate this can't have been an easy matter for him to face, and I appreciate why he wants his money to be returned. It's worth keeping in mind that it's the scammer who's primarily responsible for what happened, and who really owes Mr H his money back. But I can only look at what NatWest are responsible for. Having carefully considered everything that both sides have said and provided, I can't fairly hold NatWest liable for Mr H's loss. I'll explain why.

It's not in dispute that Mr H authorised the payments involved. So although he didn't intend for the money to go to a scammer, under the Payment Services Regulations he is liable for the loss in the first instance. And broadly speaking, NatWest had an obligation to follow his instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.

NatWest should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them. But a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. I've thought carefully about whether NatWest should have done more in Mr H's case.

However, I don't think the payments involved were so unusual or out of character that NatWest needed to intervene. While two of them were large, they were not quite so large that I'd have expected the amounts to have stood out to NatWest. Indeed, Mr H had made a few payments of a similar or larger amount recently, and I've not found any good reason to discount his recent account usage. The disputed payments were spread out, with about a week between each, and did not follow any particularly suspicious pattern. While they went to a new payee, that payee was Mr H himself – his own account at another firm. And I can't see that NatWest had been given any other good reason to think that Mr H was at a serious risk of being scammed.

Next, I've considered what NatWest did to try to recover Mr H's money after he told NatWest about the scam. But as the payments went to Mr H's own other account, and the money was then sent on, it was not possible for NatWest to recover the funds. And these payments were not covered by the CRM Code.

So while I'm very sorry to hear about what happened to Mr H, I don't think NatWest can fairly be held responsible for his loss. And so I can't fairly tell NatWest to refund Mr H's money in this case.

### **My final decision**

For the reasons I've explained, 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 5 December 2024.

Adam Charles  
**Ombudsman**