

## **The complaint**

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

## **What happened**

In mid-2024, Mr M fell victim to a rental scam. A scammer posed as a landlord, saying they were based abroad and couldn't give a physical viewing of the property. They sent Mr M a link to a fake website, spoofed to look like a legitimate booking site. They asked Mr M to pay his initial rent and deposit to the details from the website, saying they'd send him the keys. Mr M made an online international transfer to the scammer, for over £1,300.

The scammer didn't send Mr M the keys. Mr M reported the scam to NatWest, who tried to recover the money from the international bank, but no funds remained. NatWest didn't think they were liable for Mr M's loss. Mr M feels NatWest should've done more.

Our Investigator looked into things independently and didn't uphold the complaint. Mr M 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 M fell victim to a cruel scam, and that he's been going through a difficult time more generally, for which he has my sympathy. I appreciate this cannot have been an easy matter for him, and I appreciate why he would like his money to be returned. I'm grateful to Mr M for being open and candid with our service about how the scammer affected him. It's worth keeping in mind that it's the scammer who's primarily responsible for what happened, and who really owes Mr M 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 M's loss. I'll explain why.

It's not in dispute that Mr M authorised the payment involved. So although he didn't intend for the money to end up with 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 M's case.

However, while I appreciate that this was a substantial sum to lose, the payment wasn't so notably large that I'd have expected its amount to have been of concern to NatWest, not least given that Mr M had made payments of similar amounts and held a similar balance in the period before. It was just one payment, rather than a series of rapid payments, for example. And while it was made internationally, customers do sometimes make one-off payments abroad – banks don't have to stop every single international payment. There was nothing else about this payment which should've caused NatWest to intervene. And Mr M didn't talk to NatWest directly about the payment before making it, so they didn't miss an opportunity to question him about it during any particular conversation. So I don't find that NatWest needed to intervene here.

I appreciate Mr M is unhappy that NatWest were unable to confirm whether the payee name matched the name on the receiving account. I've not seen definitive evidence that there was a mismatch, so it's not clear that it would've made any difference even if NatWest were able to check whether the name matched or not. But even if I assume the name didn't match, it wasn't possible for NatWest to know that, as this was an international payment where the confirmation of payee service was not available. So that wasn't an error on NatWest's part. NatWest were not required to warn Mr M off the payment or block it just because the bank abroad didn't use the UK confirmation of payee system. And I can't see that NatWest would've reasonably given Mr M the impression that they *had* confirmed a match.

Finally, I've considered what NatWest did to try to recover Mr M's money after he told them about the scam. From what I can see, NatWest contacted the receiving bank shortly after Mr M's report, to try to get his money back for him. Unfortunately, Mr M only reported this about a week and a half after the payment. And it's a common tactic for scammers to move on the money as quickly as possible, before the victim realises what happened. So by the time this was reported and the receiving bank could look into it and reply, they confirmed no funds remained. And I'm afraid there was nothing further that NatWest could reasonably then do to get that money back.

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

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 June 2025.

Adam Charles  
**Ombudsman**