DRN-5107752

The complaint

Mr A complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) is refusing to refund him the amount he lost as the result of a scam.

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr A has told us that he was contacted randomly via a well-known messaging application and offered a job with a company I will call "X" where he could earn an addition income.

The job involved Mr A completing tasks from which he would earn commission but his balance with X soon fell to a negative figure, and he was required to make payments to clear the balance.

Mr A made the payments as requested but the amounts required continued to increase, and Mr A realised he had fallen victim to a scam.

Mr A made the following payments from his NatWest account in relation to the scam:

Payment	Date	Payee	Payment Method	Amount
1	15 November 2023	Zen.com	Debit Card	£20.50
2	23 November 2023	Zen.com	Debit Card	£25.63
3	23 November 2023	Zen.com	Debit Card	£71.75
4	24 November 2023	Zen.com	Debit Card	£256.25
5	24 November 2023	Zen.com	Debit Card	£82.00
6	5 December 2023	Zen.com	Debit Card	£799.50
7	5 December 2023	Wise	Debit Card	£3,263.65
8	5 December 2023	Wise	Debit Card	£200.84

Our Investigator considered Mr A's complaint and didn't think it should be upheld. Mr A disagreed, so this complaint has 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.

Recovering the payments Mr A made

Mr A made payments into the scam via his debit card. When payments are made by card the only recovery option NatWest has is to request a chargeback.

The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. The card scheme operator ultimately helps settle disputes that can’t be resolved between the merchant and the cardholder.

Such arbitration is subject to the rules of the scheme, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid and potentially succeed. Time limits also apply.

As Mr A made the disputed payments from his NatWest account to other accounts in his own name and it took further steps for those funds to end up in the hands of the scammer a chargeback attempt would have no chance of success.

Should NatWest have reasonably prevented the payments Mr A made?

It has been accepted that Mr A authorised the payments that were made from his account with NatWest, albeit on X’s instruction. So, the starting point here is that Mr A is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether NatWest should have been aware of the scam and intervened when Mr A made the payments. And if it had intervened, would it have been able to prevent the scam taking place.

Mr A has told us that he thinks NatWest should have done more to prevent the scam and protect him from financial loss. But I don’t think NatWest is responsible for his loss. I will explain why.

When Mr A made the largest payment of over £3,000 on 3 December 2023 NatWest sent him a message and he had to confirm it was him making the payment. I think this was proportionate considering Mr A was making a payment to an account in his own name, and I don’t think NatWest was required to intervene further than this.

The payments Mr A made were to other accounts in his own name and were individually for relatively small amounts. I accept that Mr A did make the larger payment of over £3,000 but this was still a relatively low value and it wouldn’t be reasonable of me to say that NatWest should intervene every time one of its customer’s makes a one off larger payment, especially if the payment is going to another account in their own name where the funds would remain within their control, and they had confirmed it was them making the payment.

With the above in mind, I don’t think NatWest was required to intervene further than it did, and it is not responsible for Mr A’s loss.

My final decision

I don’t 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 1 August 2025.

Terry Woodham
Ombudsman