

## **The complaint**

Miss B complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") did not reimburse the funds she lost to a scam.

## **What happened**

Miss B was actively looking for work online and a recruiter contacted her. They offered her a job with a well-known retailer, which was fully remote. To facilitate this, Miss B was asked to download a cryptocurrency wallet. Over time, she was given reasons as to why she had to pay various funds from her NatWest account to cryptocurrency for the job. She was told she would receive her wages in two days, however the individuals who had employed her stopped responding to her messages. Miss B realised she had been the victim of a scam and raised a scam complaint with NatWest for the following payments:

- 25/10/2023 - £514.28
- 26/10/2023 - £1,555.54
- 26/10/2023 - £3,152.41

NatWest issued a final response letter in which they assessed the payments under the Lending Standards Board's Contingent Reimbursement Model ("CRM") Code, which gives additional protection to victims of authorised push payments ("APP") scams like Miss B. Under the Code, NatWest should reimburse victims of APP scams unless there is an exception to the reimbursement. NatWest felt they had met their obligations under the code and thought Miss B did not have a reasonable basis to believe the job was legitimate. Because of this, they did not think they needed to automatically reimburse Miss B under the Code and did not refund her. They attempted to recover her funds from the beneficiary banks but unfortunately no funds remained.

Miss B referred her complaint to our service and our Investigator looked into it. They did not assess the transactions under the CRM Code, but they still considered whether NatWest took reasonable steps to ensure Miss B was not at risk of financial harm. Having reviewed the payments, they did not think the transactions Miss B made as part of the scam were significantly unusual or suspicious when compared to her genuine account activity. So, they did not think NatWest needed to take ask additional questions about the payments or provide Miss B with a warning. As a result, they did not recommend that NatWest reimburse Miss B in the circumstances.

Miss B did not agree with the outcome. She felt NatWest should have taken steps to protect her as she was a vulnerable individual. And she highlighted that earlier similar payments she had genuinely made on her account were not usual and instead were exceptions.

As an informal agreement could not be reached the complaint has been passed to me for 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.

I asked for more information from Miss B to help determine if the payments she made fall under the protection of the CRM Code. This is because if the payments she made went directly to the scammer, they would fall under the protection of the Code. However, if she made payments to individuals in order to purchase cryptocurrency or if she made payment to her own crypto wallet that was then forwarded to the scammer, they would not fall under the protection of the Code.

Miss B did send me some chats with the 'customer service' of the company, but these do not contain the instructions on the payees she paid from her NatWest account. Miss B did say in response to questions from our service that she thinks these were peer to peer cryptocurrency payments. With no other evidence to suggest otherwise, I think this is more likely in the circumstances. I have therefore not assessed this complaint under the CRM Code. But I have still considered if NatWest took reasonable steps to protect Miss B from financial harm.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Miss B authorised the payments in question as she believed they were part of a legitimate job opportunity. So, while I recognise that she didn't intend the money to go to scammers, the starting position in law is that NatWest was obliged to follow Miss B's instruction and process the payments. Because of this, she is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether NatWest did enough to try to keep Miss B's account safe.

Miss B made three payments towards the scam over two days, and these were to three separate payees. I don't think it was clear from the payees that they were linked payments, as there was no common link between them. Individually, I don't think these payments were of a significant enough value that they should have flagged as unusual to NatWest. While I appreciate Miss B has explained why there are some larger value payments on her account previously and she has explained what these were for, this kind of context would not have been available to NatWest's internal systems. On balance, I do not think the payments were significantly suspicious when compared with her genuine account activity.

With this in mind, as I don't think the pattern of payments was that unusual considering they were to separate payees, and I don't think the value of the payments were out of line with Miss B's genuine account activity, I think it is reasonable that NatWest did not flag these for further checks. I understand that this will be very disappointing for Miss B, and I recognise that she has been the victim of a cruel and manipulative scam. But I do not consider that it would be fair to hold NatWest responsible for her loss, so I won't be asking it to refund any of that loss to her.

I can see that once NatWest was aware of the scam, it did try to recover the funds from the beneficiary bank in a timely manner, but unfortunately none remained. I also note Miss B has said she was vulnerable so NatWest should have taken steps to protect her. But NatWest

has searched their systems and cannot find notes letting them know about Miss B's vulnerabilities. Unfortunately, if they were unaware of her circumstances, I don't think it is reasonable to expect NatWest to take additional steps to assist Miss B in light of them.

### **My final decision**

I do not uphold Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 5 June 2025.

Rebecca Norris

**Ombudsman**