

The complaint

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

Mr F is being represented by a third party. To keep things simple, I will refer to Mr F throughout my decision.

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 F has told us that he met someone online via social media who introduced him to an investment business I will call "X".

Mr F was required to download remote access software and started investing with relatively small amounts but was persuaded to invest more to get higher returns. However, when he tried to make a withdrawal from the investment, he was told he would have to make a further large payment first.

Mr F could not afford to make the payment, so X tried to persuade him to borrow the funds. At this point Mr F realised he had fallen victim to a scam.

Mr F has disputed the following payments made in relation to the scam:

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Payment Method</u>	<u>Amount</u>
1	27 March 2024	Mr F	Debit Card	£2,000
2	10 April 2024	Mr F	Debit Card	£3,000
3	10 April 2024	Mr F	Debit Card	£2,000
4	10 April 2024	Mr F	Debit Card	£3,000

Our Investigator considered Mr F's complaint and didn't think it should be upheld. Mr F 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.

It has not been disputed that Mr F has fallen victim to a cruel scam. The evidence provided by both Mr F and NatWest sets out what happened. What is in dispute is whether NatWest should refund the money Mr F lost due to the scam.

Recovering the payments Mr F made

Mr F made the disputed payments to another account in his own name, and it took further steps for those funds to end up in the hands of the scammer. As the funds were moved from

Mr F's other account to the scammer any attempt to recover the funds would have no chance of success.

Should NatWest have reasonably prevented the payments Mr F made?

It has been accepted that Mr F authorised the payments that were made from his account with NatWest, albeit on X's instruction. So, the starting point here is that Mr F 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 the payments were made. And if it had intervened, would it have been able to prevent the scam taking place.

Although Mr F was making payments to an account in his own name, I think NatWest should have intervened when Mr F made payment 4. Mr F was making the third payment in the same day to the same account totalling £8,000, so I think this should have caused NatWest concerns that Mr F may have been at risk of financial harm. But I don't think an intervention at this point would have made a difference.

NatWest did intervene on two separate occasions when Mr F attempted to make payments from his account. When Mr F spoke to NatWest the payments were cancelled as NatWest thought the payments may have been part of a scam.

Mr F says these payments were genuine and not part of the scam so the calls should not be considered.

Even if I were to accept that these calls were not part of the scam Mr F also made payments from an account he held with a different provider in relation to this scam and that provider intervened. Mr F was not honest when he answered the questions the other provider asked.

Mr F confirmed:

- He understood the importance of answering the questions truthfully and if he was being scammed a fraudster may ask him to hide the reason for the payment.
- Noone was assisting him through the questionnaire
- He was paying a family member or friend for something they had purchased on his behalf and details for the payment had been provided face to face.

I don't have enough to say that Mr F would have provided any more honest answers had NatWest intervened when he was making any of the disputed payments above.

Providing false information to NatWest would have made it very difficult for it to uncover the scam that was taking place. With this in mind I don't think NatWest missed an opportunity to prevent the scam and it is not responsible for Mr F'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 F to accept or reject my decision before 1 August 2025.

Terry Woodham
Ombudsman