

The complaint

Mr I 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 2023, Mr I was approached by a scammer on social media, posing as some sort of investment advisor or broker. They promised Mr I exceptional and almost guaranteed returns, saying he couldn't lose.

Over the course of several days, Mr I made a series of card payments from his NatWest account to an account of his at an e-money firm, totalling around £5,000. He then bought cryptocurrency and sent it on to the scammer.

Mr I was asked for various fees to unlock his funds. In the end, he spoke to a family member and realised he'd been scammed.

In 2024, Mr I complained to NatWest via representatives. NatWest didn't think they were liable for Mr I's loss.

Our Investigator looked into things independently and didn't uphold the complaint. Mr I 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 I fell victim to a scam, and so he has my sympathy. I appreciate that the scammer abused his trust, and I appreciate why he would like his money back. It's worth keeping in mind that it's the scammer who's primarily responsible for their scam, and it's the scammer who really owes Mr I 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 I's loss. I'll explain why.

It's not in dispute that Mr I authorised the payments 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 I's case.

While Mr I did end up buying cryptocurrency, it's not clear whether NatWest would've known that given that the firm he sent the payments to dealt in normal currencies and accounts too. But even if I thought NatWest should've been on notice that these were crypto-related payments, I'm afraid the spending was not large or rapid enough at any point that I'd have expected it to have been of particular concern. The payments were made from a sufficient balance, they were going to Mr I's own account, and Mr I had sent similar amounts to his own accounts in the period before. I don't agree that NatWest needed to take special care with Mr I's account in view of his age – he was in his 20s. Overall, I don't think the payments involved were so unusual or out of character that NatWest needed to intervene here.

Further, even if NatWest *had* asked Mr I reasonable questions and given him proportionate warnings, I'm afraid it seems more likely than not that such intervention would not have worked. I say that because Mr I also made scam payments from his account at another bank around the same time, and that bank did intervene. But Mr I gave them misleading answers, which hindered them from being able to uncover what was really happening. And even after they warned Mr I about this very type of scam, he still chose to carry on.

I've then considered what NatWest did to try to recover Mr I's money after he told them about the scam. These were card payments to Mr I's own account, so they were not covered by the CRM Code for scams. It wasn't possible for NatWest to recover the money he'd already sent on from the other account, and any money still left in his own account would've been available to him anyway. Further, there was no chargeback reason which would've been appropriate here. A chargeback would've been a claim against Mr I's own e-money firm rather than the scammers. And the e-money firm provided the service they were supposed to. There was no realistic prospect of success for a chargeback, and chargebacks are voluntary, so NatWest didn't need to try one in this case. And I'm afraid there was nothing more they could've reasonably done to get the money back.

So while I'm very sorry to hear about what the scammer did to Mr I, I don't think NatWest can fairly be held responsible for his loss. And so I can't fairly tell NatWest to reimburse Mr I 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 I to accept or reject my decision before 19 September 2025.

Adam Charles
Ombudsman