

The complaint

Mr H complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") didn't do enough to protect him when he fell victim to an investment scam.

What happened

Between June and November 2023, Mr H made 11 payments from his NatWest account to his own account with another provider – who I'll call 'R' – totalling over £110,000. These payments were then being sent on to a scammer.

Realising he'd been the victim of a scam, Mr H complained to NatWest, via a representative. But it didn't uphold his complaint.

Our investigator considered this complaint but didn't uphold it. He noted that there'd been an attempted payment, seemingly to an overseas company ("O"), just prior to the first of the disputed payments in June 2023. This had flagged with NatWest and led to a conversation between it and Mr H. Our investigator was satisfied that the NatWest adviser had very clearly set out that the payment Mr H was being asked to make sounded like a scam, and had highlighted issues such as being asked to download and use screensharing software.

Mr H had indicated his own concerns within that call and agreed not to go ahead with the payment. But the next day he started making payments to his own account with R, which were ultimately then sent to O.

The investigator didn't think it would be fair to have expected these initial disputed payments to flag with NatWest as they were for relatively small amounts and were to his own account – not to O. But he did think that payments made in October 2023 should have triggered NatWest's fraud alert systems, as they were much more substantial.

However, he didn't think an intervention from NatWest would likely have made a difference. This was on the basis that when R had intervened around this time, Mr H hadn't provided accurate responses to its questions.

So, he didn't think that an intervention by NatWest in relation to these payments would have led to a different outcome. He felt that Mr H was under the spell of the scammer, supported by the fact he sought guidance from the scammer around how to answer questions posed by R.

The investigator noted Mr H's health conditions. But he couldn't see that NatWest had been made aware of these. So he didn't think it would be fair to expect NatWest to have accounted for health conditions it didn't know about.

Mr H's representative disagreed. It felt that his personal circumstances at the time hadn't been appropriately considered and that the account activity during the scam would have highlighted a vulnerability. It thinks NatWest should have taken further action to protect Mr H. And that the telephone conversation ahead of the disputed payments should have been a cause for concern to the extent that NatWest should have invited Mr H into branch to discuss

the payments further.

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.

Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, I agree NatWest ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

Having listened to the abovementioned call, I'm persuaded that NatWest responded appropriately to the risk it had identified. It highlighted a number of suspicious factors, such as the use of remote access to Mr H's device, the risks associated with third parties allegedly opening accounts on someone's behalf and finding investment opportunities on social media. The adviser clearly relayed the message that he felt strongly the payment Mr H had attempted to make a payment was to a scam, and he wouldn't be processing the payment for that reason. By the end of the call, Mr H had asked about recovering the small sum he'd invested initially and had said he'd do as the adviser told him and would ask to withdraw this. I'm persuaded that the risk of the purported investment was clearly expressed by NatWest, and understood by Mr H – I see no reason why it would have needed to ask Mr H into branch following this call.

I recognise that by the following day Mr H made a £10 payment to his own account with R that was then sent on to O. But I don't think this was due to an error on NatWest's part in terms of its actions and messaging during and following the call. Instead, I think it evidences the level of trust Mr H had in the scammer who seemingly managed to persuade him to continue with the investment, by way of initial small payments. And this trust is supported by Mr H's testimony which references hour-long phone calls and having "*full trust*" in the scammer.

Mr H made three relatively small payments to his own account in June 2023, ranging from £10 to £1,000. Though Mr H's representative believes differently, I don't feel that NatWest would have been left with concerns that Mr H would proceed with the scam after the phone call they'd had. And, putting that call aside, I don't consider these payments to have been significant enough to warrant an intervention.

The next disputed payments were made in October and November 2023, around four months later. Many of these payments were substantial, ranging from £1,000 to almost £40,000. And I agree with the investigator that NatWest should have intervened. But I can only uphold this complaint if I'm satisfied that an appropriate and proportionate intervention would have made a difference – and I'm not satisfied it would have.

I say this because while NatWest didn't intervene, R did around that time. And Mr H didn't provide accurate responses to the questions it asked, such as whether he had been asked to install screensharing software and whether he was being guided on how to respond to R. His responses were that he hadn't been asked to download software, he wasn't being guided on how to respond and that the payments were for the purpose of paying the deposit or balance on a property – none of which were accurate.

It's clear from the communication I've seen that Mr H trusted the scammer, who he reverted to for assistance with answering the questions that were being put to him. And, by this point, he'd been corresponding with the scammer for a number of months – the same individual who had persuaded Mr H to continue investing after that initial conversation with NatWest in

which it had relayed its concerns that he was making a payment to a scam. And this leads me to conclude that if NatWest had intervened, Mr H would likely have responded in a similar way.

Mr H has made us aware of his vulnerabilities and I've carefully considered the information provided. But I don't think it would be fair to expect NatWest to have scrutinised Mr H's income in the way that's been suggested by the representative to identify that his circumstances had changed. And I'm not satisfied that the information provided during the call with NatWest was sufficient to expect it to recognise potential vulnerability. As previously advised, these payments wouldn't be covered by the Contingent Reimbursement Model Code. So, given this and on the basis that Mr H didn't make NatWest aware of any vulnerabilities, I don't think it can fairly or reasonably have been expected to realise.

Whilst Mr H has been the victim of a cruel scam, I can only uphold his complaint if I'm satisfied there were failings on NatWest's part – and that this failing made a material difference to what happened. For the reasons given, I'm not persuaded that there were any failings with the initial payments, or that the failings with the latter payments made a difference to what ultimately happened.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 June 2025.

Melanie Roberts
Ombudsman