

The complaint

Mr H has complained that his bank, NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest'), refused to refund the money he lost when he fell victim to a job scam.

Mr H brought his complaint to us through a representative but for ease I will be referring to Mr H in my decision.

What happened

Mr H said that in April 2024 he was approached through a messaging app about a job opportunity which seemed legitimate at the time. The job involved him reviewing films and earning a salary plus commission.

Mr H said he researched the company and found nothing negative. He was added to a group chat on a messaging app with others who seemed to be doing the same role. This, together with the fact that the website he had to use looked professional gave the scam some legitimacy at the time. This was reinforced by the fact that he received some payments by way of a "salary" from the scammers into a separate account not with NatWest. The set up process involved Mr H initially paying small amounts of money to unlock more lucrative tasks. But the amounts soon started to grow.

Mr H made payments totalling £4,623.96 on 8 April 2024 from his NatWest account to an account he had set up in his name with a payment service I will refer to as 'R'. Between 4 and 6 April 2024 he had also paid over £700 to the scammers using another account. He received a total of £519 into his other account from the scammers between 3 and 5 April 2024. At the time he believed he was investing in his job but then realised the money was going to the scammers when he was asked to pay around £8,000 for a new task.

The payments from the NatWest account were as follows:

Number	Date	Recipient	Amount
1	08/04/2024	R	£717.99
2	08/04/2024	R	£1,302.99
3	08/04/2024	R	£1,302.99
4	08/04/2024	R	£1,299.9
Total			£4,623.96

Mr H contacted NatWest who told him to contact 'R'. He said NatWest provided no support or advice. Two months later he complained through his representatives and said he felt that

NatWest failed to provide adequate warnings especially as the transactions were out of character for him. He also said he was vulnerable at the time due to being unemployed.

NatWest considered the complaint, but it didn't uphold it. It said the payments were made to an account in Mr H's name and which was in his control so there was no loss resulting from it following his instructions. It said the particular payments Mr H made were genuinely made by him and therefore not flagged as suspicious.

Mr H brought his complaint to our service and asked NatWest to pay him £4,623.96 plus interest and £250 compensation.

While the complaint was with our service, NatWest confirmed that it provided a warning which said that NatWest would never ask its customers to move their money. The warning also said if the customer felt pressured to make a payment, to stop and end contact with the person making the request. It warned the customer that if they carried on and this was a scam, they could lose their money.

Mr H said that the warning was generic and was provided for each new payment so it didn't stand out.

One of our investigators reviewed the complaint but didn't think NatWest had to take any action. Our investigator said that he wasn't persuaded that the payments carried a heightened risk of financial harm from fraud at the time. This is because the payments weren't for high enough amounts and were sent to an account in Mr H's own name. Our investigator also didn't consider there were any prospects of making a successful recovery.

Mr H didn't agree and asked for an ombudsman's decision. He said paying out £4,623.96 over a short period of time should have caused concern for NatWest. He added that he had no prior history of making payments to R which should have also been flagged as unusual.

The matter was then 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'd like to say straight away that I was very sorry to hear that Mr H fell victim to a cruel scam. I have a great deal of sympathy for him and realise that being the victim of a scam will have had a significant impact on him, not just financially, but because of the way the scammers took advantage of him and gained his trust. I could also see from his conversations with the scammers how distressing he found the whole experience particularly as he began to suspect this might be a scam.

In deciding what's fair and reasonable, I am required to take into account relevant law and regulations, guidance and standards, codes of practice, regulators' rules and where appropriate, I must also take into account what I consider to have been good industry practice at the time.

The starting position in law is that a bank such as NatWest is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations 2017 and the terms and conditions of the customer's account.

It isn't in dispute that all the payments were authorised by Mr H even though I appreciate it wasn't his intention that they ended up with the scammers and that he genuinely believed he would get those payments back plus his salary. Nevertheless, in the first instance, Mr H is unfortunately presumed liable for them. But that's not the end of the story.

It isn't in dispute that Mr H was the victim of a scam and where the customer made the payments as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for the bank to reimburse the customer even though they authorised the payments.

So I consider it fair and reasonable that in April 2024 NatWest should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice NatWest sometimes does including in relation to card payments);
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including, for example, the use of multi-stage fraud by scammers) and the different risks these can present to consumers, when deciding whether to intervene.

Whilst we now know the circumstances which led Mr H to make the payments from his NatWest current account and the process by which that money ultimately fell into the hands of the fraudster, I am mindful that NatWest had much less information available to it upon which to assess whether any of the payments presented an increased risk that Mr H might be the victim of a scam.

Looking at the recent activity on the account, I don't think the amounts paid out were high enough to raise suspicion. For example, Mr H had paid £1,740 to another account in his own name in March 2024. Also, in November 2023 he paid £1,400 to himself and in December 2023 he paid £900 and £600 to an account which also belonged to him. So, on balance, I

don't think any of the amounts involved were high enough to raise suspicion that the payments might be going to scammers.

Mr H says that he hadn't sent money to R before so this is something NatWest could have considered to be suspicious. And he said the total amount was higher than he would normally spend in one day. I appreciate the payments were made on the same day but they were interspersed with other payments. I have considered the overall activity but having looked at Mr H's statements I don't think it was unusual for him to make several payments to accounts in his name on the same day. This is something he had done on 3 and 31 January 2024 and also on 2 April 2024, And my understanding is that R only takes card payments from a name that matches the account name so these were still payments Mr H was making to himself- at least in the first instance. So they didn't look like a fraud or scam to NatWest.

I appreciate this is a lot of money to Mr H, and this was especially the case at the time when he had no other job. But the bank processes transactions like this all the time. There is a balance to be struck between banks identifying payments that could potentially be fraudulent and minimising disruption to legitimate payments.

Mr H also said that he was vulnerable at the time due to being unemployed. NatWest wasn't aware of this at the time he made the payments. But NatWest has now noted this and offered further assistance which is what we would expect it to do in these circumstances.

I note that NatWest said that it provided warnings to Mr H which he considered to be too generic. But as I don't think it had to intervene; I haven't considered whether they amounted to an adequate intervention.

Even if I thought NatWest should have intervened or that its warnings were not strong enough, I am not persuaded that any intervention would have stopped Mr H from making these payments. Having considered his group chat conversations, I note that from 6 April 2024 Mr H was already becoming suspicious this was a scam and was also warned by the institution where he had his other account that he was being scammed. And on 7 April 2024 he told his "mentor" he knew this was a scam but still proceeded to make the payments the following day. Mr H said he felt under a lot of pressure to make these further payments so he could get all his money back which I can appreciate. But at the same time, I think this also means that it is unlikely he would have heeded any warnings from NatWest.

I've gone on to consider whether NatWest should have done more to recover Mr H's funds but I don't think that would have been possible. I say this because after the money was transferred to R it was then sent to the scammers. So there was no money left to recover from R. And I also don't think a chargeback would have been successful bearing in mind that R had provided a genuine service.

For completeness I will also say that I don't think this is a complaint covered under the Contingent Reimbursement Model Code. And this is because the payments were made to an account in Mr H's own name and which he had control of.

I understand Mr H will be disappointed with my decision. When I consider cases like this – I am looking at whether the bank – who was not party to the scam itself – should have done

more. It doesn't automatically follow that NatWest is liable for a loss or all of the losses, just because a customer is a victim of fraud. And in the specific circumstances for the reasons I've given above, I don't think NatWest needs to compensate Mr H.

My final decision

For the reasons above, I have decided not to 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 27 August 2025.

Anastasia Serdari
Ombudsman