

## The complaint

Miss N complains that National Westminster Bank Public Limited Company won't refund money she said she lost to a scam.

Miss N's representatives have brought this complaint on her behalf, for ease, I've referred to comments made by the representative as being made by Miss N.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them all again here.

Miss N said she made the following faster payments as a result of a scam:

Sequence	Date	Type of Transaction	Amount
Payment 1	9 February 2018	Faster payment	£2,289.10
Payment 2	5 March 2018	Faster payment	£2,288.90
Payment 3	16 March 2018	Faster payment	£2,816.66
Payment 4	29 March 2018	Faster payment	£2,823.60
Payment 5	30 April 2018	Faster payment	£2,823.60
Payment 6	25 May 2018	Faster payment	£2,832.04
Payment 7	28 June 2018	Faster payment	£2,832.04
Payment 8	27 July 2018	Faster payment	£4,292.99
Payment 9	28 August 2018	Faster payment	£4,371.54
<b>Payment 10</b>	<b>28 September 2018</b>	<b>Faster payment</b>	<b>£4,371.54</b>
<b>Payment 11</b>	<b>28 October 2018</b>	<b>Faster payment</b>	<b>£4,371.54</b>

In summary, Miss N said that she was self-employed, and a mortgage broker said that he would help her obtain a mortgage by providing her with regular payslips. Miss N said she was put in contact with another individual who would provide the payslips, but she only received some of what was promised and ultimately couldn't secure a mortgage. Miss N said she also sent her wages to the scammer and was supposed to get the money back as part of the agreement.

Miss N complained, but NatWest didn't uphold it. It said the payments had been genuine and there were no concerns at the time about the validity of them. It said Miss N didn't report the scam at the time and the issue might be considered a civil matter as the company had been a genuine company registered on Companies' House.

Unhappy with its response Miss N brought her complaint to our service, and we explained that the complaint was raised too late in relation to payments 1- 9. Our investigator considered payments 10 and 11 but didn't think the complaint should be upheld. She wasn't certain a scam had taken place, but said that even if it had, she didn't think the payments carried a heightened risk of financial harm from fraud. Our investigator didn't think that NatWest missed an opportunity to identify the payments were being made in relation to an alleged scam.

Miss N didn't accept our investigator's opinion and she says that the payments were all of a large value, enough to warrant a check, and NatWest ought to have asked probing questions. As an agreement couldn't be reached, the 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.

Having done so, I agree with the outcome our investigator reached. I know this will be disappointing to Miss N, but I'll explain my reasons why.

From the information that's been provided, I accept that something went wrong in the agreement between Miss N and the alleged scammers. Even if I were to be satisfied that Miss N fell victim to a scam, I don't find NatWest liable for the money she lost.

Taking into consideration the relevant regulatory rules and guidance, codes of practice and good industry practice, NatWest should take steps to identify and where possible prevent sufficiently unusual or uncharacteristic payments to help protect its customers from financial harm resulting from fraud.

That said, there are many payments made by customers each day, and it's not reasonable to expect the bank to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers, and not unnecessarily disrupting legitimate payment instructions.

I have reviewed Miss N's account activity and the payments she made which are the subject of this complaint. While I accept that they were higher in value than earlier payments from the account, I don't find the payments were of significant enough value or made in quick succession (which might be an indication of a scam), to have caused NatWest concern that Miss N might be at risk of financial harm. So, I don't think it's unreasonable that it didn't intervene here.

Miss N did not report the matter until several years after the payments were made, by which point the investment company had dissolved. Therefore, I find there was no real prospect of NatWest recovering the funds.

Whilst I appreciate that Miss N has lost out, I don't find NatWest is responsible for her losses.

**My final decision**

For the reasons I've outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 25 April 2025.

Oluwatobi Balogun  
**Ombudsman**