

## The complaint

Mr C 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 C is being represented by a third party. To keep things simple, I will refer to Mr C 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 C was using a social media platform when he came across an advertisement for an investment company I will call "X". Mr C provided his contact information and was later contacted by X to go through the investment opportunity in more detail.

Mr C decided to proceed with the investment and was guided by X using a screensharing service to open an account with another provider as well as cryptocurrency exchanges.

Mr C was provided with access to a professional looking trading platform, and it appeared his investment was doing well.

Having made what appeared to be a substantial return on his investment X told Mr C he needed to make payments in relation to capital gains tax. Mr C says he made the payments as requested but X then stopped communicating with him and he realised he had fallen victim to a scam.

Mr C has disputed the following payments:

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Payment Method</u>	<u>Amount</u>
1	02 March 2023	Mr C	Transfer	£5,000.00
2	06 March 2023	Mr C	Transfer	£5,000.00
3	16 March 2023	Mr C	Transfer	£10,000.00
4	20 March 2023	Mr C	Transfer	£19,995.00
5	24 March 2023	Mr C	Transfer	£19,998.00
6	27 March 2023	Mr C	Transfer	£19,500.00
7	28 March 2023	Mr C	Transfer	£19,500.00
8	30 May 2023	Mr C	Transfer	£19,999.00
9	31 May 2023	Mr C	Transfer	£19,998.00
10	01 June 2023	Mr C	Transfer	£19,997.00
11	18 September 2023	Mr C	Transfer	£19,999.00
12	19 September 2023	Mr C	Transfer	£19,999.00
13	06 October 2023	Mr C	Transfer	£4,632.00
14	05 February 2024	Mr C	Transfer	£20,000.00
15	08 February 2024	Mr C	Transfer	£9,999.00
16	05 March 2024	Mr C	Transfer	£20,000.00

17	06 March 2024	Mr C	Transfer	£8,000.00
18	13 March 2024	Mr and Mrs C	Transfer	£20,000.00
19	14 March 2024	Mr C	Transfer	£20,000.00
20	14 March 2024	Mr C	Transfer	£10,000.00
21	26 March 2024	Mr C	Transfer	£20,000.00
22	27 March 2024	Mr and Mrs C	Transfer	£20,000.00
23	28 March 2024	Mr C	Transfer	£20,000.00

Our Investigator considered Mr C's complaint and didn't think it should be upheld. Mr C 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 C has fallen victim to a cruel scam. The evidence provided by both Mr C and NatWest sets out what happened. What is in dispute is whether NatWest should refund the money Mr C lost due to the scam.

#### *Recovering the payments Mr C made*

Mr C made the disputed payments via transfer. When payments are made by transfer NatWest has limited options available to it to seek recovery. As the payments Mr C made from his NatWest account went to accounts in his name any funds that remained in the payees account would remain within Mr C's control. Any funds that had been moved on from those accounts would not be recoverable.

#### *Should NatWest have reasonably prevented the payments Mr C made?*

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

It was not unusual for Mr C to make large payments from his NatWest account, although even if I was to say that NatWest should have been concerned about the payments Mr C made in relation to the scam and that it should have intervened, I don't think it would have made a difference. I will explain why.

Mr C made payments in relation to the scam from other accounts held in his name at other providers. One of the other providers did intervene on multiple occasions.

Mr C was provided with multiple warnings that I think covered some of the aspects of the scam he was experiencing.

Mr C provided incorrect information when he was asked where he had found the investment stating he had found the investment thorough "friends and family" and confirmed he was convinced by his son to use the other account when X had told him to open it.

As Mr C gave incorrect information and ignored warnings that covered the circumstances of the scam, I can't say that Mr C was likely to give any more accurate answers had NatWest intervened when he made the disputed payments.

With the above in mind, I don't think NatWest missed an opportunity to prevent the scam, so it is not responsible for Mr C's loss.

### **My final decision**

I don't uphold this complain.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 July 2025.

Terry Woodham  
**Ombudsman**