

## **The complaint**

Miss O complains NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") won't refund the full amount of money she lost to a scam.

## **What happened**

Miss O made several payments to what she thought was a legitimate task-based job. When Miss O realised she had been scammed, she logged a complaint with NatWest.

NatWest looked into the complaint but didn't uphold it. So, Miss O brought her complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator didn't think any of the payments were of a value that ought to have concerned NatWest or triggered its automatic checking systems.

Miss O didn't agree with the investigator's view. So, 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.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the significant part here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I've thought carefully about whether NatWest treated Miss O fairly and reasonably in its dealings with her, both when she made the payments and when she reported the scam, or whether it should have done more than it did. Having done so, I've decided to not uphold Ms O's complaint. I know this will come as a disappointment to Miss O and so I want to explain why I've reached the decision I have.

I've kept in mind that Miss O made the payments herself, and the starting position is that

NatWest should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance. I appreciate that Miss O did not intend for her money to ultimately go to fraudsters – but she did authorise these payments to take place. However, there are some situations when a business should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the relevant law and regulations; regulators' rules, guidance, and standards;

codes of practice; and, where appropriate, what I consider to be good industry practice at the time – NatWest should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and 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 payment service providers are generally more familiar with than the average customer.
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, before processing a payment, or in some cases decline to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.
- 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.

I have reviewed the payments Miss O made to the scam. Having considered when they were made, their value and who they were made to, I'm not persuaded NatWest ought to have found any of the payments suspicious, such that it ought to have made enquires of Miss O before processing them. None of the payments reached a value or pattern that I think would have caused NatWest any concern that Miss O was at risk of financial harm.

Miss O's representative has highlighted the four payments made on 25 July 2023, as it says the frequency of the payments ought to have concerned NatWest. I've thought about this point carefully, but it doesn't change the outcome I've reached. The payments were going to an account in Miss O's own name, and I don't think the pattern of payments or the value reached an amount or frequency that I think ought to have concerned NatWest.

I can't see that NatWest attempted to recover any of the money, but as the money was sent to other accounts in Miss O's name then moved on, no recovery would have been possible. If the money remained in this account, Miss O would have been able to move it back herself.

Miss O feels that NatWest should refund the money she lost due to the scam. I understand that this will have been frustrating for her. But I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think NatWest needs to pay Miss O any compensation. I realise this means Miss O is out of pocket and I'm sorry she's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

### **My final decision**

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 O to accept or reject my decision before 18 October 2025.

Tom Wagstaff  
**Ombudsman**