

## **The complaint**

Ms H complains NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (“NatWest”) won’t refund the full amount of money she lost to scam.

## **What happened**

Ms H complains NatWest won’t reimburse the money that she lost when she fell victim to a cryptocurrency investment scam.

Our investigator didn’t uphold the complaint. She didn’t think any of the payments looked suspicious such that NatWest ought to have made additional checks before processing any of them.

Ms H’s representative has asked for the matter to be referred to a decision. It said NatWest had a duty of care and ought to have treated the payments as high-risk.

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 Ms H 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 this complaint. I know this will come as a disappointment to Ms H and so I want to explain why I’ve reached the decision I have.

I have kept in mind that Ms H made the payments, 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 Ms H 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 Ms H's account and the payments she 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 Ms H before processing them. I accept the payments were to a cryptocurrency provider, but that doesn't mean payments should automatically be treated as suspicious, particularly when there are no other concerning factors about the payments.

The payments Ms H made were by debit card, so the recovery process relevant here would be by way of the chargeback scheme. Unfortunately, due to the time between Ms H making the payments and raising a claim, that process has now expired.

Whilst Ms H has undoubtedly been the victim of a cruel scam, I don't find there were any failings on NatWest's part that would lead me to 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 Ms H to accept or reject my decision before 10 October 2025.

Tom Wagstaff  
**Ombudsman**