

The complaint

Ms B is complaining that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) has not agreed to reimburse her for payments she made to a scam.

What happened

The circumstances of the complaint are known to both parties so I'll only set out some key details here.

In late 2022 Ms B met someone who I'll refer to as "the scammer" on a dating website. She started corresponding with the scammer, who told her he had travelled abroad and was unable to return. He began to ask Ms B for financial help, and over the course of nearly two years she made numerous payments to him. The payments were made by debit card from her NatWest account to a money transfer service. In the later stages of the scam, payments were also made from funds deposited in Ms B's account by the scammer after he asked if his friend could deposit funds in her account for her to send on to him.

In September 2024 NatWest contacted Ms B as it had received a report that a payment received into her account had been made as a result of a scam. While speaking to NatWest Ms B realised that she'd also been the victim of a scam.

Ms B complained to NatWest about what had happened, but it didn't agree to refund the disputed payments to her. Ms B brought her complaint to the Financial Ombudsman Service and it was allocated to one of our Investigators.

After contacting Ms B to identify which payments she'd made to the scam from her own funds, the Investigator identified 131 transactions totalling nearly £12,000 made to the money transfer service which had subsequently been lost to the scam (which neither party disputed). The Investigator reviewed the pattern and value of the transactions, and having done so she didn't think NatWest ought to have had any concerns which would have caused it to identify that Ms B may be falling victim to a scam. So, she didn't think NatWest should reasonably have done anything to prevent her from making the payments.

Ms B didn't agree, so her complaint has been passed to me for review and a decision.

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 really sorry to learn about what's happened to Ms B and I'm sorry to disappoint her. But I'm not upholding her complaint, for much the same reasons as the Investigator.

It's not in dispute that Ms B authorised the payments, and NatWest does have a duty to act on her instructions. But in some circumstances, NatWest should take a closer look at the circumstances of a payment – for example, if it ought to be alert to a fraud risk, because the transaction is unusual or looks out of character or suspicious. And if so, it should

intervene, for example, by contacting the customer directly, before releasing the payment. I'd expect any intervention to be proportionate to the circumstances of the payment.

But I've also kept in mind that NatWest processes high volumes of transactions each day. There is a balance for it to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate.

Having reviewed the payments Ms B made, like the Investigator I don't think NatWest ought to have identified them as unusual or suspicious, so that it ought to have suspected that Ms B was at risk of financial harm due to a scam and intervened earlier than it did.

I say this because Ms B appeared to use her account with NatWest as her main current account and regularly made payments of a similar value. Although Ms B made a lot of payments to the scam, these were spread out over roughly two years, and didn't escalate rapidly in frequency or in value in the way which can sometimes indicate a scam is taking place. And the individual payments to the money transfer service (either from Ms B's own funds or the funds deposited in her account as part of the scam) weren't of a value where I'd expect NatWest to have been concerned.

I've thought about whether NatWest ought to have found the overall activity suspicious, taking into account that deposits were also being made from third parties to be sent on to the scam. But from what I've seen the transactions weren't particularly high value and I can understand why they weren't flagged by NatWest until it received a report that they were related to a scam from another business.

Taking all the circumstances into account, I don't think it was unreasonable for NatWest not to view the payments as suspicious, such that it should have carried out any additional checks or given an additional warning before processing the payments. So, I don't think it ought to have done any more to prevent Ms B making the disputed payments.

I'm also sorry to learn of Ms B's health conditions, but I've not seen anything to make me think NatWest ought to have been aware of her ill health such that it should have taken additional steps to protect her account or done anything else differently here.

I've thought about whether NatWest could have done anything to recover Ms B's payments once the scam had been reported. It's sometimes possible to dispute debit card payments through a process called chargeback, subject to the relevant card scheme's rules. But I don't think chargeback would have been successful here, because the merchant Ms B paid (the money transfer service) provided the agreed service in transferring the money.

Once again, I'm really sorry to disappoint Ms B and I do have the utmost sympathy for what she's been through here. But I've not found that NatWest ought reasonably to have done more to prevent her from making the disputed payments. So, it wouldn't be fair or reasonable for me to ask NatWest to refund them.

My final decision

My final decision is that I'm not upholding Ms B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 2 October 2025.

Helen Sutcliffe
Ombudsman

