

The complaint

Mrs M complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest') won't reimburse the funds she lost when she fell victim to a scam.

What happened

Mrs M says that she found an advert for an investment with a company I'll call G when searching for ways to earn additional money. She was contacted via a messaging app by someone from G who recommended investing a small amount initially and gave access to G's platform. Mrs M was then contacted by another analyst from G who contacted her daily. After making an initial investment of £220, Mrs M received £120 in profits. Mrs M didn't know at the time, but G was fake and was taking her money fraudulently.

Mrs M made the following payments from her NatWest account to an account in her own name at an electronic money institution (EMI) before passing them to account details provided to her by the scammer. Some of the payments related to her investment and others to fees that the scammer told her needed to be paid to release her profits.

Payment	Date	Amount
1	18/09/24	£220
2	23/09/24	£400
3	30/09/24	£750
4	30/09/24	£750
5	01/10/24	£750
6	02/10/24	£900
7	08/10/24	£8,500
8	22/10/24	£500
9	22/10/24	£4,500
10	29/10/24	£2,600
11	18/11/24	£1,500
Total		£21,370

Mrs M took out a loan with NatWest on 7 October 2024 for £8,500 to fund payment seven.

Mrs M realised she was the victim of a scam when the analyst from G stopped responding to her. Via a professional representative, she complained to NatWest in December 2024.

NatWest said no errors were made when the payments were made.

Mrs M was unhappy with NatWest's response and brought a complaint to this service.

Our investigation so far

The investigator who considered this complaint didn't recommend that it be upheld. She said that NatWest should have intervened when Mrs M made payments seven and ten in the table above. But she didn't think intervention would have made a difference and prevented any payments being made given that the scammer coached Mrs M heavily.

Mrs M, through her professional representative, didn't agree with the investigator's findings. She explained why she thought NatWest should have intervened and said the investigator's finding that intervention wouldn't have made a difference was speculative.

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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – in other words on what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In broad terms, the starting position in law is that NatWest is expected to process payments that a customer authorises it to make, in accordance with the terms and conditions of the customer's account and the Payment Services Regulations (PSR's). But there are circumstances when it might be fair and reasonable for a firm to reimburse a customer even when they have authorised a payment. At the time Mrs M made the payments I would expect NatWest to:

- have been monitoring accounts and any payments made or received to counter various risks, including 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 firms are generally more familiar with than the average customer;
- 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;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving and the different risks these can present to consumers, when deciding whether to intervene.

For the sake of completeness, the Contingent Reimbursement Model Code and the APP Scam Reimbursement Rules can't be applied in this case. Neither apply to payments to accounts owned and controlled by a customer and in this case Mrs M transferred funds to her own EMI account before passing them on to a scammer.

Whilst I agree with NatWest that Mrs M made transfers to her own EMI account that was set up in July 2024, I think the transfer of £8,500 on 8 October, which immediately followed a loan of the same value, was so unusual I think NatWest ought to have taken additional steps before processing it. Previous transactions on the account, and the four previous transfers to

Mrs M's EMI account, were very low in value. NatWest says warnings were provided but is unable to identify the payment reason chosen, so can't say which warning was given.

I can't uphold Mrs M's complaint solely on the basis that NatWest didn't intervene. I need to go on to consider causation – whether suitable intervention would have made a difference to Mrs M's decision making, or whether NatWest could have reasonably prevented the loss.

The EMI Mrs M transferred funds to intervened on multiple payments Mrs M made and spoke to her about some of them. I understand it was because she was heavily coached, but Mrs M misled her EMI provider many times. When her EMI asked about one payment Mrs M said she was buying or renting goods or services, she knew the seller and had seen documents and photographs. On another occasion Mrs M said she was investing, was doing it alone, hadn't been told to lie and wanted to try something new. Mrs M and her representative haven't said how intervention from NatWest would have been any different and why it could have uncovered the scam when her EMI provided a lot of warnings and information but was unable to break the scammer's spell.

I'm sorry to hear that Mrs M was vulnerable at the time the payments were made. I appreciate she had a lot going on. But NatWest wasn't told of her circumstances, and the provisions of the CRM Code and ASR rules can't be applied here.

Overall, while I'm sorry to hear about this cruel scam and the impact it has had on Mrs M, I can't fairly require NatWest to reimburse her.

My final decision

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 28 October 2025.

Jay Hadfield
Ombudsman