

## **The complaint**

Mrs W, who brings her complaint with the assistance of a professional representative, complains that National Westminster Bank PLC ('NatWest') didn't reimburse funds she lost to fraud.

## **What happened**

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

Mrs W was introduced to a person, who I will refer to as 'Mr A', through a friend of a friend. They spoke online for several months and built up a friendship with each other.

During their discussions online over a considerable period, Mr A would ask Mrs W for financial assistance with several bills. These included hospital fees for an accident he'd suffered, court costs for a drugs importation conspiracy against him and accommodation costs.

Believing she was legitimately assisting Mr A, between November 2021 and February 2022, Mrs W made 16 card payments from her NatWest account to a money remittance service. Those payments were then forwarded on to accounts Mr A had instructed payment to.

After sending the final payment, Mr A ceased all contact with Mrs W and she later discovered via a social media platform that Mr A had targeted other individuals in a similar manner. Realising she'd been defrauded, Mrs W reported the matter to NatWest.

NatWest considered Mrs W's complaint but concluded that it wasn't liable to reimburse her loss. Unhappy with that response, Mrs W's representative referred the complaint to our service for an independent review.

An Investigator considered the complaint but didn't recommend it be upheld. They found that the payments made weren't sufficiently out of character to warrant an intervention by NatWest, so it was fair in releasing the payments without challenge.

Mrs W's representative disagreed with that view as it felt NatWest ought to have intervened. As Mrs W, via her representative, disagreed with the assessment, the matter has now 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.

### *Considerations*

Mrs W's representative has, in their submissions to both NatWest and this service, referred to the Contingent Reimbursement Model Code (the CRM Code). This was a voluntary fraud reimbursement scheme that NatWest was signed up to at the time the transactions subject

to this dispute were made. And this provided victims of fraud better protection from loss of funds.

However, the CRM Code only covers certain types of payments. Card payments aren't within its scope. And as the payments subject to this dispute were all card payments, they cannot be considered under the principles of the CRM Code.

However, 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 have been good industry practice at the time.

There is no dispute here that Mrs W authorised the transactions in question. And the starting position in law is that she will be held liable for transactions she authorised in the first instance. That is due to NatWest's primary obligation to process payments in line with its customer's instructions, as set out in the Payment Services Regulations 2017.

However, taking into account the relevant regulations and guidance, NatWest ought reasonably to have been on the lookout for any transactions that would indicate Mrs W was at risk of financial harm. And where it identifies a risk, it would reasonably be expected to intervene and provide warnings proportionate to the risk identified.

*Should NatWest have intervened in the payments?*

Having considered the evidence carefully in this complaint I'm not persuaded that NatWest should have intervened here.

While my intention isn't to diminish the significant loss Mrs W has suffered here, I don't find that the payments were out of character when compared to her usual account activity. Nor do I find that the payments bore sufficient characteristics associated with fraud, to the extent that NatWest ought to have paused the payment for further checks.

NatWest processes a large number of payments at any given time. So it has a difficult balance to strike in identifying suspicious payments against its primary obligation to process payments its customer has instructed it to carry out without delay.

When considering Mrs W's previous account activity, I can see that the merchant she paid as part of the fraud was an established payee on her account. I can see legitimate payments to that merchant dating back as far as December 2020 that do not form part of the claim subject to this dispute. And the amounts paid to that merchant were not for dissimilar amounts to what Mrs W paid as part of the fraud. It is therefore reasonable to find that further payments for similar amounts wouldn't have stood out as suspicious in nature.

Furthermore, the payments Mrs W made as part of the fraud were spread out over a considerable period of time and did not deplete her account balance; both of which are uncharacteristic of fraud.

While there were occasions where Mrs W made two payments to the merchant on the same day, the value of these payments fell in line with her typical account activity and were not for combined values that would indicate a substantial departure from her typical payment behaviour.

Overall, when considering Mrs W's previous account history and the pattern of the payments subject to this dispute, I don't find it unreasonable that NatWest processed the payments without intervention. It therefore follows that it cannot reasonably be held liable for Mrs W's

losses.

### **My final decision**

For the reasons I have given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 20 November 2025.

Stephen Westlake  
**Ombudsman**