

THE COMPLAINT

Mrs N complains that National Westminster Bank Public Limited Company ("NatWest") will not reimburse her money she says she lost when she fell victim to a scam.

Mrs N is represented by Mendelsons Limited ("Mendelsons") in this matter. However, where appropriate, I will refer to Mrs N solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mrs N says she has fallen victim to a recovery scam. She says fraudsters deceived her into making payments to what she thought was a legitimate scheme to try to recover money she had lost to a previous investment scam. The NatWest card payments in question were all made to Remitly (neither party has disputed the transaction table set out in the investigator's findings):

Payment Number	Date	Amount
1	28 May 2024	£500.00
2	28 May 2024	£1,000.00
3	28 May 2024	£1,000.00
4	29 May 2024	£450.00
5	29 May 2024	£20.00
6	12 June 2024	£1,180.00
7	12 June 2024	£1,450.00
8	13 June 2024	£1,300.00
9	17 June 2024	£1,300.00

10	17 June 2024	£1,300.00
11	17 June 2024	£130.00
12	17 June 2024	£1,250.00

Mrs N disputed the above with NatWest. When NatWest refused to reimburse Mrs N, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mrs N did not accept the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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.

Having done so, I find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- On the face of it, to my mind, the disputed payments are not particularly unusual or out of character. I say this because the amounts involved were not relatively high in value, also, they were, broadly speaking, in-line with Mrs N's account activity. More importantly, I can see from Mrs N's bank statements that she had made several undisputed payments to Remitly as far back as December 2023.
- On 25 May, 13 and 18 June 2024, NatWest spoke to Mrs N over the telephone about her account activity – sometimes more than once on a single day.
- Mrs N misled NatWest during the calls mentioned. Her overall 'cover story' was that she was sending money to family for renovations to properties she owned abroad. Versions of her cover story varied. This included payments to her cousin and nephew for renovations to her properties in Kenya, Mauritius and Thailand.
- Whilst Mrs N's story varied, she was consistent in that there was no third-party involvement. She also confirmed that: she knew the people she was paying, she was not being scammed and, importantly, her payments were not linked to an investment. During the calls there is mention of both Western Union and Remitly. However, I am satisfied that the cover story Mrs N was relying on was in relation to the scam concerned.

- The reality here is that Mrs N was in fact being guided by a third-party, and her payments were very much for an investment. As Mrs N did not disclose this information to NatWest, its agents were only able to respond – and provide warnings – to the misleading information she provided them with.
- Mendelsons have submitted that Mrs N was dishonest because she was manipulated by the scammer. However, Mendelsons have not gone into any great detail explaining how Mrs N was manipulated. Further, I find it unusual that Mrs N misled NatWest in this case. I say this because Mrs N contends that she believed the payments she was making at the time were to recover money she had lost to a previous scam. I have not seen anything to explain why Mrs N felt she needed to mislead NatWest about, what she thought at the time, to be an innocent recovery scheme.
- I have looked at Mrs N's other complaints with our Service, which also involve her falling victim to scams. Although I am not making a determination regarding the proportionality of those interventions, I can see that Mrs N was misleading during the interventions. Taking this into account, I cannot ignore the fact that Mrs N appears to have a propensity to mislead her banks when they intervene in her payments.
- In the telephone calls with NatWest, it is arguable that it could have gone further, for example, in its questioning of Mrs N. However, had NatWest done so, I am not persuaded it would have made a difference in the circumstances given the points set out above. I take the view that, on the balance of probabilities, Mrs N would have likely frustrated NatWest's attempt to try to protect her from financial harm – thereby alleviating any concerns NatWest had.
- To my mind, Mrs N was determined to get her payments over the line and would have said whatever was necessary to do so. For example, in the 25 May 2024 call, when NatWest questioned Mrs N about her account activity, she said, amongst other things, it was none of the agent's business.
- I acknowledge that it could be argued, given the activity on Mrs N's account and the fact she had been scammed in 2022, that NatWest should have blocked payments to the payee concerned. However, I think had NatWest done this, Mrs N would have likely found another way to fund the scam, for example, use another one of her accounts (see Mrs N's complaint about Revolut). Further or alternatively, NatWest must balance protecting its customers from financial harm with executing their customers' payment instructions.
- I have thought about what would have likely happened had NatWest intervened in any of Mrs N's other transactions. Having done so, I am not persuaded the result would have been any different to what I have set out above regarding the interventions NatWest did carry out.

Other points

- Turning to recovery, I am satisfied that Mrs N does not have any chargeback rights in this matter. Remitly would have carried out their services as intended when the funds were processed. Further or alternatively, Mrs N made her payments to an account in her name. Thereafter, those funds were either moved directly to the fraudsters, or, if not – Mrs N should be able to withdraw them from her own account.
- Mendelsons contend Mrs N was vulnerable at the time due to being an inexperienced investor. Having thought about this reason, I am not persuaded it amounts to Mrs N

being considered as vulnerable. Further or alternatively, I have not seen anything to suggest NatWest knew or ought to have known about any of Mrs N's personal issues which Mendelsons have set out.

Conclusion

Taking all the above points together, I do not find that NatWest has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing NatWest to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 27 October 2025.

Tony Massiah
Ombudsman