

## **The complaint**

Mr A complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) is refusing to refund him the amount he lost as the result of a scam.

Mr A is being represented by a third party. To keep things simple, I will refer to Mr A throughout my decision.

## **What happened**

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr A received a call that appeared to be from one of his other account provider's fraud departments, whilst on the call Mr A realised, he had also received a message and email from what also appeared to be the same fraud department. The caller later turned out to be a scammer that I will refer to as "X"

X asked if Mr A had authorised two payments on his account as they had flagged as suspicious. Mr A confirmed he had not made the payments and was advised the payments would be blocked and the matter would be referred to the Financial Conduct Authority (FCA). Mr A was asked to provide a password so that the FCA could contact him later and authenticate themselves.

Mr A then received a call from what appeared to be an individual from the FCA that I will call "Y". Y was aware of the password Mr A had set and used it on all calls.

Y gained Mr A's trust speaking regularly about their personal lives and exchanging personal stories. Y then asked Mr A to perform a virus check on his device before asking him to move investment funds to his account with that provider.

Y then advised Mr A to open a new online account with another provider so that he could deposit his funds safely. Y helped Mr A with this process using screensharing software.

Mr A was then instructed to move funds from his account with that provider as well as his account with NatWest to the newly setup account, and then on from that account where the funds were lost to the scam.

Mr A was advised that the final account he was sending the funds to (that was not in his name) was controlled by the FCA. Y stayed in touch with Mr A and requested further payments which Mr A agreed to make.

Mr A had concerns about the payments he had made and continued communicating with Y who gave various reasons for the delays in returning his funds. Mr A then contacted the FCA directly and it became clear he had fallen victim to a scam.

Mr A made the following payments from his NatWest account:

Payment	Date	Payee	Payment Method	Amount
1	18 February 2024	Mr A	Transfer (online)	£1,000
2	19 February 2024	Mr A	Transfer (Branch)	£180,000

Our Investigator considered Mr A's complaint and thought it should be upheld in part. NatWest agreed to refund Mr A part of his loss, Mr A disagreed, so this 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.

It has not been disputed that Mr A has fallen victim to a cruel scam. The evidence provided by both Mr A and NatWest sets out what happened. What is in dispute is whether NatWest should refund the money Mr A lost due to the scam.

#### *Recovering the payments Mr A made*

Mr A made the disputed payments in relation to the scam via transfer. But the payments Mr A made from his NatWest account went into another account in his name. So, if any funds remained in that account they would remain within Mr A's control. Mr A has also confirmed that the funds were moved on from his other account to the scammer.

With the above in mind, I don't think NatWest had any reasonable options available to it to seek recovery of the payments Mr A has disputed.

#### *Should NatWest have reasonably prevented the payments Mr A made?*

It has been accepted that Mr A authorised the payments that were made from his account with NatWest, albeit on Y's instruction. So, the starting point here is that Mr A is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether NatWest should have been aware of the scam and intervened when Mr A made the payments. And if it had intervened, would it have been able to prevent the scam taking place.

When Mr A made payment 2 in branch a "My Customer Protection Check" form was completed. I have reviewed a copy of this form that includes the answers Mr A gave at the time. The form indicates that Mr A was not honest with NatWest when he answered the questions and confirmed:

- He had not received a call, text, email or social media message from the Bank, Police, HMRC, FCA. And that another organisation had not asked him to move money urgently.
- The purpose of his payment was to transfer funds to another of his accounts

While the question NatWest asked Mr A did cover the scam scenario, I think NatWest should have intervened further. Mr A was making a large payment from his NatWest account to another account he had only ever made one other payment to the day before. This was not in keeping with how Mr A generally used his account, and I think NatWest should have been concerned that Mr A may have been at risk of financial harm and it should have intervened

further. I think a more in-depth conversation around the payment could have uncovered the scam that was taking place.

This is highlighted by a call that took place between Mr A and NatWest when he attempted to transfer a further £20,000 in relation to the scam after payment 2. When this payment was attempted, NatWest spoke to Mr A, and despite him providing dishonest information NatWest still had concerns and blocked the payment. Mr A then made no further payments.

As NatWest did not intervene in the way I think it should have it is responsible for Mr A's loss from payment 2 onwards, as I wouldn't have expected NatWest to have had any concerns about payment 1 which was for a much lower value.

*Did Mr A contribute to his loss?*

Despite regulatory safeguards, there is a general principle that consumers must still take responsibility for their decisions (see s.1C(d) of our enabling statute, the Financial Services and Markets Act 2000).

In the circumstances, I do think it would be fair to reduce compensation on the basis that Mr A should share blame for what happened and remain responsible for 50% of his overall loss from payment 2 onwards. I will explain why:

- It's clear from the answers Mr A gave to NatWest when he made payment 2 that Mr A was willing to give NatWest incorrect answers to have the payment made, based on the guidance given to him by Y, this would have made it very difficult for NatWest to uncover the scam that was taking place
- Mr A also gave incorrect information to his other account providers when he made the payments into the scam, showing again that he was willing to follow Y's guidance
- Payments were made over several weeks which gave Mr A time to confirm he was speaking with a genuine organisation, considering the value of the payments being made I think this would have been reasonable
- Mr A had fallen victim to a similar scam in the past that had similarities to this scam, yet he continued to make payments requested by Y

Had Mr A taken more care, answered questions he was asked about the payments honestly, and carried out further research, I think he could also have avoided the scam taking place.

### **Putting things right**

To put things right I require NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY to:

- Refund 25% of payment 2. As I've asked the account provider Mr A sent these funds to, to refund 25% of this payment, The remaining 50% is Mr A's share of the liability for his loss
- Pay Mr A 8% simple interest per year on the amount it pays Mr A from the date of loss to the date the refund is paid, less any lawfully deductible tax

### **My final decision**

I uphold this complaint and require NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY to put things right by doing what I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 November 2025.

Terry Woodham  
**Ombudsman**