

The complaint

Mrs S complains that National Westminster Bank Public Limited Company didn't do enough to help when she lost money to a scam.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. In April 2024 Mrs S says she was a victim of a scam. She says she was persuaded to make payments towards cryptocurrency which she later discovered to be a scam.

The payments relevant to this complaint are two payments made using Mrs S' NatWest debit card. These payments were used to move funds to Mrs S' PayPal account, she says from there the funds were moved on and ultimately lost to the scam. The payments were £502.99 and £2,703 which took place on 13 and 14 April 2024 respectively.

When Mrs S realised what had happened, she contacted NatWest. NatWest said they were unable to recover her funds. Mrs S complained, and NatWest maintained their position, declining to provide any redress. The matter was referred to our service and considered by one of our Investigators. She didn't recommend that the complaint should be upheld. In summary she didn't think NatWest ought to have intervened in the debit card payments or that they could've done more to try to recover the loss. Mrs S disagrees and has asked for an Ombudsman to review her complaint.

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.

Having done so, I've reached the same outcome as our Investigator and for similar reasons. I know this will be disappointing for Mrs S, so I'll explain why.

Firstly, in the circumstances here, I'm willing to take Mrs S at her word that she fell victim to a scam. Mrs S is right to say that NatWest owe her a duty of care and should do what they can to protect her from fraud and scams. But, in relation to her two debit card payments from April 2024, there is no automatic right to a refund from NatWest, even where the money ended up going to a scammer.

It would only be fair for me to direct NatWest to do more if they are responsible for errors which I could say caused the loss or a part of it. Mrs S hasn't disputed making the payments to her PayPal account (albeit she was tricked into doing so). So, the starting point is that she will usually be responsible for payments she's made herself. But, as I've said above, NatWest should be alert to fraud and scams and do what they can to protect their customers from the same.

However, it isn't possible for NatWest to stop and check every payment their customers make. So, I think it's fair that there is some proportionality as to what can fairly be expected in this regard. I acknowledge that particularly the larger of the two payments was for more than Mrs S typically spent from her account each month. But having looked at her account history as a whole, and keeping in mind the proportionality I've referenced above, I don't think her payments (either individually or collectively) were so unusual, suspicious or indicative of a potential problem such that I'd fairly expect NatWest to have done more at the time. I appreciate Mrs S sees this differently, but I just don't think the payments to PayPal would've stood out in such a way that NatWest ought to have thought she was at risk of financial harm and that it was unreasonable for them not to have done more.

I've considered the Lending Standards Boards Contingent Reimbursement Model (CRM Code). This was a voluntary scheme which NatWest were a signatory to, (in place at the time of the payments) and through which victims of scams could sometimes receive redress from the banks involved. But the CRM Code specifically didn't apply to debit card payments, and so it can't be used as a basis to require NatWest to provide a refund.

It follows that I don't think NatWest are at fault for the payments leaving Mrs S' account. And once the payments had been made, the only possible avenue for recovery of debit card payments would be the chargeback scheme. But here, the money would've been credited to Mrs S' PayPal account. As such, there wouldn't have been any prospect of a successful recovery under the chargeback scheme. So I don't think anything NatWest did or didn't do would've impacted the potential recovery of the funds.

I'm sorry to hear Mrs S lost money as she did. And I don't doubt her diligence with regards to her exhausting all her options to try to recover her loss. But for the reasons I've set out, because I don't think NatWest can fairly be said to be responsible for the loss, there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

My final decision

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 24 October 2025.

Richard Annandale
Ombudsman