

The complaint

Mr S says National Westminster Bank Public Limited Company (“NatWest”) failed to protect him from financial harm when he fell victim to a scam.

Mr S has appointed a professional representative who has brought this complaint on his behalf. However, for ease, I will simply refer to “Mr S” throughout my decision, even when referring to submissions made by his representative.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail.

In short, Mr S says he fell victim to a cryptocurrency scam after being persuaded to invest by an unknown person on WhatsApp. Mr S says he first received a WhatsApp message from an unknown woman who said she thought she was messaging someone she had met in a coffee shop. The conversation between Mr S and the woman (who I’ll refer to as “H”) continued over WhatsApp, with Mr S and H messaging daily about their general activity and personal lives. H explained that she had been investing money in cryptocurrency and had been making substantial gains. Mr S was encouraged by H to invest as well, and he says he made over £64,000 worth of payments to the scam.

The list of payments Mr S raised in his complaint, do not tally with his NatWest statements. However, I’ve reviewed his complaint and alongside his statements for the period of 23 February 2024 to 11 April 2024 and I understand the payments made in relation to the scam to be as follows:

Payment Number	Date	Beneficiary / Merchant	Amount
1	23/02/2024	Coinbase	£100
2	26/02/2024	Revolut	£200
3	26/02/2024	Revolut	£1,000
4	26/02/2024	Coinbase	£200
5	27/02/2024	PayPal CB	£200
6	27/02/2024	Coinbase	£200
7	29/02/2024	PayPal CB	£200
8	29/02/2024	PayPal CB	£150
9	11/03/2024	Revolut	£900
10	11/03/2024	Coinbase	£900
11	11/03/2024	PayPal	£3.99
12	11/03/2024	PayPal CB	£1,000
13	14/03/2024	PayPal CB	£1,000
14	18/03/2024	Coinbase	£1,000
15	18/03/2024	Revolut	£1,230

16	18/03/2024	PayPal CB	£1,000
17	27/03/2024	Revolut	£14,045
18	27/03/2024	Monzo	£17,340
19	09/04/2024	Monzo	£11,000
20	10/04/2024	Revolut	£500
21	11/04/2024	Monzo	£7,000

*The investigator had entered some of the incorrect payment amounts in her view, however, this does not affect the outcome of this complaint.

**There are also several incoming payments from the above beneficiaries which are not listed above, but I will refer to them in detail in my findings below.

NatWest considered this complaint but felt that it hadn't done anything wrong. It says the transactions mostly consisted of payments into Mr S's own Monzo, Revolut or PayPal accounts so it wouldn't have raised any scam concerns. It also says as the payments were transferred into other accounts in Mr S's name before it was sent to any cryptocurrency wallets, it couldn't be expected to identify this as a scam, and it shouldn't be held liable for any of the loss here.

Unhappy with NatWest's response Mr S brought his complaint to our Service. Our investigator considered this complaint but felt it wouldn't be fair to hold NatWest liable for the payments Mr S made in relation to this scam. Mr S wasn't happy with this outcome, so the complaint has been brought to me for a final decision.

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.

Generally speaking, the consumer is liable for transactions on their account they made, and banks are liable for transactions which are unauthorised. Mr S hasn't disputed making these payments himself, so the starting point here is that Mr S is liable for them.

However, that is not the end of the story. This is because even if a payment is authorised, there are regulatory requirements and good industry practice which suggest firms/banks – such as NatWest – should be on the look-out for unusual and out of character transactions to protect their customers from financial harm. And, if such payment transactions do arise, firms should intervene before processing them. That said, firms need to strike a balance between intervening in a customer's payment to protect them from financial harm, against the risk of unnecessarily inconveniencing or delaying a customer's legitimate transactions.

Should NatWest have recognised that Mr S was at risk of financial harm?

I've considered the payment series in question, and I think NatWest should've intervened. But I think an intervention would be appropriate at payment 17. I say this having looked at Mr S's statements for the six months prior to the first payment and I can see that the initial 16 payments were all for under £1,300 – with most of the payments being made to other accounts in Mr S's names. Within the first 16 payments there are 5 identifiable payments to a cryptocurrency platform, however these 5 payments are spaced out over 3 weeks, and the largest payment was for £1,000. So, with this in mind I think the first point of an appropriate intervention would be payment 17, when Mr S made a payment for £14,045.

During the series of payments made to the scam Mr S also receiving incoming payments from all the beneficiaries he had been sending funds to. While I can't be sure that incoming

funds from Mr S's Revolut, Monzo or PayPal accounts where credits from the scam, these incoming payments suggest fluidity between his accounts and are therefore less likely to be flagged as scam payments. Similarly, there are incoming payments from Coinbase, which signals that Mr S is a cryptocurrency investor and is generally uncommon for scams. So, I don't think there is anything within the first 16 payments which should've caused any concerns with NatWest.

Payment 17 was to Mr S's own account with another bank, but for an unusually large amount relative to his account for the six months prior. I say this because Mr S largest single transaction prior to this payment is for under £4,000 and payment 17 was for £14,045. So, at this time I think NatWest should've provided Mr S a scam warning, in the form of a tailored scam warning. NatWest says it would've provided a scam warning for every online transaction based on what the customer enters as the purpose for the payment. However, NatWest hasn't been able to show what Mr S entered as the purpose of the payment, so I don't know what scam warning he would've seen. But in any event, he should've been provided with a tailored warning relevant to the purpose he entered.

So, I must now turn to causation. Put simply, I need to consider whether NatWest's failure to intervene caused Mr S's losses. To do this, I need to reflect on whether such an intervention (described above) would have likely made any difference. And based on what I've seen, I don't think it would've made any difference, I'll explain why.

I've reviewed the evidence provided, specifically the WhatsApp chat between Mr S and H. During the conversation on 27 March 2023 (the date of payment 16) Mr S tells H that he loves her and trusts her. At this point Mr S and H had been speaking to each other daily since the beginning of February and they had shared details of their lives and personal history. They had developed a relationship which extended beyond the normal investor/broker relationship, and it seems that Mr S fully trusted H at this point.

During the chat H explains that banks sometimes block transactions because they are inexperienced with cryptocurrency trading and calls all banks liars. Mr S seems to be taking all these comments onboard and agreeing. Mr S makes it clear in the chat that he needs the payments to go through as he doesn't want to miss out on the trading opportunity H has outlined for that evening. He informs her that he is willing to try transferring the money to different accounts or in smaller amounts in order to get the payment through. So overall, I don't think the appropriate scam warning as outlined above would've made a difference to Mr S's decision to proceed with this payment as the evidence shows he was determined to make the payment any way possible.

Should NatWest have made intervened further in the payments Mr S made in relation to this scam?

I've reviewed the remaining payments made by Mr S and I've considered whether NatWest should've intervened again. I think it can be argued that NatWest should've intervened at payment 19, when Mr S was making a payment for £11,000 to his Monzo account. This payment was made straight after Mr S's £20,00 loan hits his account. So, I think this is reasonable grounds for NatWest to be concerned and question this before allowing the payment to go through. At this point, again the appropriate intervention would've been a tailored written scam warning.

However, I've again considered the circumstances at the time, and I don't think such a scam warning would've made a difference. I say this because reviewing the chat from that time Mr S still seems under the scammers spell. They discuss their relationship going forward, talking about marriage and enjoying the money they are making together. Mr S tells H how he has borrowed money from all friends and family at this point but wants to find a way to get

more money to increase his investment. So even if NatWest had intervened at this point, I don't think it would've made a difference as Mr S fully trusted H and had genuinely believed his investment account was making good returns.

Mr S says NatWest failed in its duty to protect him from this scam, and it should've intervened with a human intervention or invoked the banking protocol – stopping him from making the payments to the scammer. I've thought about this, but I don't think this type of intervention would've been reasonable. And in any event, I still don't think this would've made a difference. As I've explained above, Mr S had been tricked by the scammer into believing they were in a relationship. They were speaking daily and had shared personal information during the chat, and they'd had intimate conversations. So, I think Mr S had emotional feelings for H and wanted to pursue this as a personal relationship as well. Mr S said many times that he trusts and loves H and he seemed to believe everything H had told him. There is also evidence Mr S had received incoming payments from Coinbase, and no had no doubts at this time that the investment was genuine. So, considering the depth of their relationship at the time, I don't think any type of intervention would've made a difference to Mr S's decision to make these payments.

Recovery

The payments Mr S made were to a cryptocurrency account or other accounts in his name. NatWest wouldn't have had any grounds to recover the payments made to accounts in his own name. And having reported the scam over a month after the last payment was made, I don't think any funds would've been recoverable in any event.

My final decision

For all the reasons outlined above, I am not upholding his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 8 December 2025.

Sienna Mahboobani
Ombudsman