

## The complaint

Mr H 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 H has previously been represented by a third party. To keep things simple, I will refer to Mr H 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 H received a message via a well-known messaging application from an individual I will call "X". X explained that they worked in the "trading industry" and conducted trades daily. X offered Mr H an investment opportunity that promised high returns.

Mr H says he visited the trading website X had discussed with him which appeared to be professional and legitimate. Mr H also carried out an online search on X and the trading platform and didn't see anything that caused him to have concerns.

After providing necessary documents Mr H was provided with login details to the trading platform and was required to download screensharing software so that X could guide him through the process of setting up accounts and transferring funds.

The process included sending funds to purchase cryptocurrency that was then forwarded to the trading platform.

Mr H has confirmed in his complaint to this service that he was coached by X to tell the banks that he was transferring funds to friends and family should any questions arise.

The trading platform showed that Mr H's investments were doing well and making a profit, and each time Mr H invested more his profit increased.

Mr H then received a message from X stating that the connection to the trading platform's server had been severed. Mr H tried to withdraw his funds but was unable to. Mr H continued to try withdrawing funds from the trading platform without success.

Mr H contacted X but received no response and realised he had fallen victim to a scam.

Mr H has disputed the following payments made from his NatWest account:

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Payment Method</u>	<u>Amount</u>
1	9 October 2023	Mr H	Transfer	£8,500.00
2	12 October 2023	Mr H	Transfer	£5,000.00
3	20 October 2023	Individual 1	Transfer	£15,000.00
4	6 November 2023	Mr H	Transfer	£2,000.00
5	13 November 2023	Mr H	Transfer	£4,000.00

6	13 November 2023	Mr H	Transfer	£200.00
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Our Investigator considered Mr H's complaint and didn't think it should be upheld. Mr H 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 H has fallen victim to a cruel scam. The evidence provided by both Mr H and NatWest sets out what happened. What is in dispute is whether NatWest should refund the money Mr H lost due to the scam.

#### *Recovering the payments Mr H made*

Mr H made payments into the scam via transfer. When payments are made by transfer NatWest has limited options available to it to seek recovery.

Most of the payments Mr H has disputed were made to other accounts in his own name. If any funds remained in these payee accounts, they would remain within Mr H's control, so it would not be necessary to recover those payments. For the payment that left Mr H's account and was made to another individual (payment 3), NatWest has explained that it attempted to recover this payment, but it was not successful.

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

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

It has been accepted that Mr H authorised the payments that were made from his account with NatWest, albeit on X's instruction. So, the starting point here is that Mr H 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 H was making the payments. And if it had intervened, would it have been able to prevent the scam taking place.

Although the payments made in relation to the scam were mostly made to accounts in Mr H's own name, they were for significant values, and I think it could be argued that NatWest should have had concerns and stepped in on multiple occasions. But I don't think this would have made a difference, I will explain why.

Mr H attempted to make a payment on 9 October 2023 for £8,500. This did trigger NatWest's fraud prevention systems, and it did intervene. Mr H received a text message and a call between Mr H and NatWest then took place.

Mr H wasn't honest when NatWest asked him questions about the payment. Mr H said he was sending money to a friend he had met online, that he had known for six months. The money was for his own use as he was due to travel to Hong Kong with another friend shortly. He trusted the person he was sending the funds to.

NatWest didn't allow this payment to be processed and warned Mr H that it felt the payment looked suspicious. Despite this warning Mr H continued to make payments and transfer funds through his NatWest account in relation to the scam.

It is also clear that when Mr H made payments in relation to the scam from other accounts in his own name held at other providers, he gave incorrect answers when he was required to provide the reasons for the payments

The evidence shows that Mr H trusted X enough to follow its instruction to mislead NatWest and other payment services providers to have the payments in relation to the scam processed. Because of this I don't have enough to say that Mr H would have provided any more honest information had NatWest intervened further than it did.

Providing incorrect information when making payments would have made it very difficult for any of Mr H's account providers to uncover the scam that was taking place. With this in mind I don't think NatWest missed an opportunity to uncover the scam, and it is not responsible for Mr H's loss.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 October 2025.

Terry Woodham  
**Ombudsman**