

## The complaint

Mrs R is being represented by a claims manager. She's complaining about National Westminster Bank Public Limited Company because it declined to refund money she lost as a result of fraud.

## What happened

Sadly, Mrs R fell victim to a cruel investment scam. After responding to an advert on social media that was endorsed by a well-known celebrity, the scammers contacted her and told her to download remote access software so they could guide her through the process of setting up an account on a fake trading platform. Her representative says the website seemed professional and showed trades being made and profits generated on her behalf. It also says she checked third-party reviews in an attempt to ensure the investment was legitimate.

To fund the scam, Mrs R transferred money from her NatWest account to her own account with an Electronic Money Institution (EMI), after which it was used to purchase cryptocurrency that was transferred to the scammers. Between June and August 2024, Mrs R used her NatWest accounts to make the following transfers to her EMI account:

No.	Date	Amount £
1	13 Jun	1,000
2	27 Jun	1,100
3	9 Jul	2,395
4	9 Jul	2,390
5	29 Jul	3,000
6	29 Jul	2,000
7	29 Jul	3,900
8	13 Aug	4,000

Our investigator didn't recommend the complaint be upheld. While she felt NatWest should have provided clearer warnings, she didn't think this would have prevented Mrs R from wanting to continue with payments to the scam.

Mrs R didn't accept the investigator's assessment and her representative made the following key points:

- NatWest's interventions were inadequate. Mrs R disclosed that she was investing and it should have asked more probing questions about the investment that would have revealed a scam was taking place.
- It also didn't provide relevant warnings, despite knowing Mrs R was planning to use her EMI account to fund an investment.
- The failure to protect Mrs R from foreseeable harm represents a breach of the requirements of the Financial Conduct Authority's (FCA) Consumer Duty.

The complaint has now been referred to me for review. Mrs R has also raised a complaint about the EMI to which she transferred money from NatWest. I've addressed that complaint in a separate 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.

Having done so, I've reached the same overall conclusions as the investigator. I haven't necessarily commented on every single point raised but concentrated instead on the issues I believe are central to the outcome of the complaint. This is consistent with our established role as an informal alternative to the courts. In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and what I consider was good industry practice at the time.

There's no dispute that Mrs R authorised these payments. In broad terms, the starting position at law is that a bank is expected to process payments a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of their account. In this context, '*authorised*' essentially means the customer gave the business an instruction to make a payment from their account. In other words, they knew that money was leaving their account, irrespective of where that money actually went.

There are, however, some situations where we believe a business, taking into account relevant rules, codes and best practice standards, shouldn't have taken its customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

NatWest also has a duty to exercise reasonable skill and care, pay due regard to the interests of its customers and to follow good industry practice to keep customers' accounts safe. This includes identifying vulnerable consumers who may be particularly susceptible to scams and looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I need to decide whether NatWest acted fairly and reasonably in its dealings with Mrs R.

#### *The payments*

It appears NatWest did recognise Mrs R was at risk of harm from fraud as it intervened before the first payment was processed. She was required to speak to one of its agents, who asked her some questions about the payment. In response, Mrs R confirmed the money was going to a newly-opened EMI account and that she was transferring money there because she was thinking of investing and sending money to her home country. She gave a similar answer when speaking to another of NatWest's agents the following day.

Based on the information it was given, I agree that NatWest should have asked more questions about the proposed investment. Further, I agree the warnings it gave relating to safe account scams weren't relevant given it knew Mrs R was planning to invest. In the circumstances, I think a tailored warning setting out the risks and common features of investment scams would have been a more appropriate and proportionate response.

In my view, this all means the outcome of this complaint turns on whether a more robust intervention by NatWest would have uncovered the scam and stopped Mrs R from making

these payments. I've thought about this point very carefully but, on balance, I think it's likely she'd still have wanted to go ahead.

As discussed in much more detail in my decision on her complaint about the EMI, it did ask Mrs R a lot more questions about what she was doing but her answers included several inaccuracies, which made it much harder to identify a scam was definitely taking place. Nonetheless, the EMI did provide several warnings setting out common features of investment scams, including during a telephone call with one of its agents, that she should have recognised in her own situation. Unfortunately, these interventions didn't persuade Mrs R to stop making payments to the scam and I've no reason to think she would have been any more open with NatWest about how the investment came about or more receptive to its warnings if it had taken her through a similar process.

I want to be clear that it's not my intention to suggest Mrs R is to blame for what happened in any way. She fell victim to a sophisticated scam that was carefully designed to deceive and manipulate its victims. I can understand why she acted in the way she did. But my role is to consider the actions of NatWest and, having done so, I'm not persuaded these were the cause of her losses.

Finally, I've noted the comments of Mrs R's representative about the FCA's Consumer Duty and taken account of NatWest's obligations following its introduction, but I'm not persuaded this changes the outcome here. While it was expected to avoid causing foreseeable harm, I'm not persuaded its actions were the cause of the harm Mrs R suffered, nor do I think that harm was reasonably foreseeable given the information it had and that she was likely to have disclosed if it had intervened appropriately.

#### *Recovery of funds*

I've also looked at whether NatWest could or should have done more to try and recover Mrs R's losses once it was aware that the payments were the result of fraud.

Mrs R moved money to her account with the EMI and NatWest could only try to recover her money from this account. But as she'd already moved it to a cryptocurrency exchange by the time she told it about the scam, there was nothing NatWest could reasonably have done to get it back by that time.

#### *In conclusion*

I recognise Mrs R has been the victim of a cruel scam and I'm sorry she lost this money. I realise the outcome of this complaint will come as a great disappointment but, for the reasons I've explained, I don't think any further intervention by NatWest would have made a difference to the eventual outcome and I won't be telling it to make any refund.

#### **My final decision**

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 R to accept or reject my decision before 16 October 2025.

James Biles  
**Ombudsman**