

## The complaint

Mr V is complaining that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) didn't do enough to prevent him making payments to a scam.

## What happened

The circumstances of the scam are well-known to both parties so I won't go into detail here. But in short, Mr V fell victim to a scam after being contacted by a fraudster who was pretending to work for NatWest, and subsequently a different caller who said he was from the Financial Conduct Authority. The caller advised Mr V that his account was at risk, and he needed to move his money to keep it safe.

Mr V made the following payments from his account with NatWest, as part of the scam:

Date and time of payment	Type of payment	Payee	Amount
7 September 2024 7.50pm	Transfer (via open banking)	Mr V's account with another provider	£1,000
7 September 2024 8.03pm	Transfer (via open banking)	Mr V's account with another provider	£1,250
7 September 2024 8.34pm	Transfer (via open banking)	Mr V's account with another provider	£1,314

NatWest didn't carry out a scam intervention on any of these payments, although it did ask Mr V to confirm the second payment was genuine, which he did. After making these payments, Mr V attempted to make a further three payments to the same payee, also as part of the scam, but NatWest blocked the payments and asked Mr V to contact them.

Mr V called NatWest on the next day, after realising that he'd fallen victim to a scam. NatWest investigated what had happened, but it didn't agree to refund Mr V's payments. Mr V brought his complaint to the Financial Ombudsman.

Our investigator looked into what had happened, but she didn't think NatWest needed to intervene in Mr V's payments earlier than it did. Mr V didn't agree, so his complaint has been passed to me for review and a 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.

I'm really sorry to disappoint Mr V but I'm not upholding his complaint, for much the same reasons as the Investigator's explained.

I've thought about the Contingent Reimbursement Model (CRM) code which can offer a potential means of obtaining a refund following Authorised Push Payment (APP) scams. But the CRM code doesn't apply to payments made between accounts held by the same person. I've therefore considered whether NatWest should reimburse Mr V under any of its other obligations.

It's not in dispute that Mr V authorised the payments, and NatWest does have a duty to act on his instructions. But in some circumstances, it should take a closer look at the circumstances of the payments – for example, if it ought to be alert to a fraud risk, because the transaction is unusual, or looks out of character or suspicious. And if so, it should intervene, for example, by contacting the customer directly, before releasing the payments. I'd expect any intervention to be proportionate to the circumstances of the payment.

But I've also kept in mind that banks such as NatWest process high volumes of transactions each day. There is a balance for it to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate.

NatWest did intervene here, by blocking the final three payments Mr V made to the scam until it could speak to him about the payments. And by the time it did speak to him, Mr V had realised he'd been scammed and so the payments weren't made. So, I need to decide if NatWest should have recognised a scam risk and intervened, by carrying out an additional check or giving an additional warning, earlier than it did.

I've reviewed Mr V's statements for the twelve months leading up to the scam, and I don't think these payments would have looked unusual or out of character to NatWest, based on their value. Mr V regularly made payments of a similar or greater value, often to accounts held in his name. I think NatWest would have been aware that these payments were being made to another account in Mr V's name, and although at this time I would have expected it to be aware of the prevalence of multi-stage fraud such as Mr V was experiencing, I think it could have taken some reassurance from this in these circumstances.

The payments here were made in relatively quick succession, which can sometimes indicate that a scam is taking place. And even though the value of the payments wasn't significant, I do think this should have caused NatWest some concern (as it clearly did). But I don't think it was unreasonable for NatWest not to have become concerned that the payment activity could indicate a pattern that required a scam intervention until *after* the third payment, which is the point where it did intervene by blocking any further payments. I just don't think there was enough going on before this point, that I'd have expected NatWest to have been concerned about a significant risk of financial harm to Mr V from a scam.

Overall, I wouldn't have expected NatWest to have blocked the payments here any earlier than it did – following the third payment. So, it follows that I don't think it ought to have done anything else to prevent Mr V from making the payments he did.

There are industry standards around attempting recovery of funds where a scam is reported. I'd usually expect a business to attempt to recover the funds immediately on being notified of a scam. But recovery wouldn't have been possible here, because the funds were sent to another account in Mr V's name and lost to the scam from there.

I know this outcome will be disappointing for Mr V and I'm sorry for that. But for the

reasons I've explained, I don't think NatWest should have done more to prevent his loss. So, it wouldn't be reasonable for me to ask it to refund the payments he made.

### **My final decision**

My final decision is that I'm not upholding Mr V's complaint.

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

Helen Sutcliffe  
**Ombudsman**