

The complaint

Mr G complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest"), have failed to refund money that he lost as part of an investment scam.

What happened

Mr G came across a company that purported to be an investment firm but was actually a scammer that I will call C. Mr G made one payment of £10,000 in October 2024 from his NatWest account to an account he held with a different bank. The funds were then sent to C via a crypto exchange.

Mr G then tried to withdraw the "profits" that he had made and he was told he would have to pay a fee of £15,000 to be able to do so. At this point that he realised he had been scammed.

Mr G raised a complaint with NatWest, as he believed that it should have stopped him from making the payments in question.

One of our investigators looked into this matter and they decided that the payment was not indicative of a scam and therefore should not have been stopped by NatWest. He also did not think that the funds could be recovered via other means. He therefore did not uphold this complaint.

Mr G did not agree with these conclusions. So his complaint has been passed to me to issue 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons.

In broad terms, the starting position is that NatWest is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

But, taking into account relevant law, regulators' rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that NatWest should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;

- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so, given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice NatWest sometimes does including in relation to card payments);
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

In this instance, the transaction was not in isolation large enough, to be considered unusual or sufficiently out of character - compared to Mr G's usual account activity - to have prompted an intervention from NatWest. I note that the payment was comparatively large. But Mr G's account in the previous 12 months had been used to make large payments before and multiple large payments in one day – apparently without Mr G experiencing any problems. The payment was also to an account in Mr G's own name, and it was to an existing payee that he had made payments to in the past. So there was nothing out of the ordinary about the payment that ought to have made NatWest make any further enquiries about it.

I should also highlight that, one-off large payments to an existing payee, even if larger than the amounts usually sent to that payee, are not in my opinion unusual enough to prompt an intervention in this instance.

So, having considered the payment Mr G made, I'm not persuaded there was anything that ought reasonably to have triggered NatWest's fraud monitoring systems, or that would have indicated he was in the process of being scammed. I therefore do not consider there to have been any obligation on NatWest to have intervened.

So taking everything into consideration, I do not think that NatWest could have uncovered and prevented the scam.

I've also thought about whether NatWest did enough to attempt to recover the money Mr G lost. In this instance, the transfer would not be covered by the Contingent Reimbursement Model ("CRM") as it was sent to an account in Mr G's own name. So overall, I don't think that NatWest could have recovered the funds.

I appreciate this will likely come as a disappointment to Mr G, and I'm sorry to hear he has been the victim of a cruel scam. However, I'm not persuaded that NatWest can fairly or reasonably be held liable for his loss in these circumstances.

My final decision

My final decision is that do not uphold this complaint.

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

Charlie Newton
Ombudsman