

## **Complaint**

Miss D is unhappy that National Westminster Bank Public Limited Company ("NatWest") didn't do more to help her after she reported a scam.

## **Background**

In early 2023, Miss D made payments in connection with a university course overseas. She used her NatWest card to make the following payments:

- 27 February 2023 for £334
- 3 April 2023 for £900
- 3 April 2023 for £710.

Unfortunately, the service she'd paid for was never provided. She determined that she must have fallen victim to a scam. She complained to NatWest, but it didn't agree to reimburse her. It said it considered whether to raise a chargeback, but concluded she was out of time for doing so.

Miss D wasn't happy with that response and so she referred her complaint to this service. It was looked at by an Investigator who didn't uphold it. Miss D didn't agree with the Investigator's opinion and so the case has been passed to me to consider and come to a final decision.

## **Findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations (in this case, the 2017 regulations) and the terms and conditions of the customer's account.

However, that isn't the end of the story. Good industry practice required that NatWest be on the lookout for account activity or payments that were unusual or out of character to the extent that they might indicate a fraud risk. On spotting such a payment, I'd expect it to take steps to protect their customer. That might be as simple as providing a written warning as part of the payment process or it might extend to making contact with the customer to establish the circumstances surrounding the payment.

With hindsight, we now know these payments were linked to a scam. The question I need to consider is whether that risk should reasonably have been apparent to NatWest at the time, based on the information it had at its disposal. I also need to be pragmatic and acknowledge that NatWest can't intervene in connection with every transaction.

I've looked at the statements for her account from around the time. Although these payments were higher than Miss D's usual spending, it's not unusual for customers to make occasional larger transactions. A single deviation from normal patterns doesn't, on its own, indicate that the bank should have considered Miss D at risk of financial harm due to fraud. The value of the payments is also a relevant factor. These payments weren't so high that NatWest should've automatically treated them as suspicious. In addition, payments 2 and 3 were being made to an established payee and it wouldn't be unreasonable for this to have reduced the perceived risk from NatWest's perspective.

In view of all this, I don't think NatWest acted unfairly by processing the payments without stopping or questioning them. I realise that will be a frustrating finding for Miss D because, if the bank had intervened, it's possible it might have been able to prevent the scam. However, the question I have to consider here is whether it ought to have intervened. In my view, it wasn't required to do so.

I've also considered whether NatWest did everything it should have to recover Miss D's money once she reported the scam. By that point, a considerable amount of time had passed since the payments were made. Fraudsters typically move funds on very quickly, so there was no realistic prospect of recovering the money.

NatWest says it did consider a chargeback but opted against raising one on the grounds that it thought it was unlikely to succeed. The Investigator explained that the chargeback scheme has strictly applied time limits. Those exist for good reason. By ensuring that claims are generally raised promptly, it increases the chances that relevant evidence has been kept by the customer and the business they paid. It also allows claims to be considered before customer funds are siphoned off into other accounts.

By the time Miss D complained in 2025, those time limits had expired. While NatWest could have submitted a claim, it would have had no prospect of success. The rules are set by the card scheme operator, and NatWest has no discretion to extend them if it wanted to do so. I appreciate Miss D says she wasn't aware of the time limits, but unfortunately that would not have any bearing on how a chargeback would've been considered here.

I don't say any of this to downplay the fact that Miss D appears to have fallen victim to a cruel and cynical scam. She hasn't got what she paid for and has clearly been let down. Nonetheless, my role is to look at the actions and inactions of the bank and, for the reasons I've explained above, I'm satisfied it didn't do anything wrong here.

## **Final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 27 October 2025.

James Kimmitt  
**Ombudsman**