

### The complaint

Mr B is unhappy that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY won't reimburse money he lost to a scam.

Mr B is represented by a third-party claims firm, but I will refer to Mr B here.

### What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In summary, Mr B has explained that in May 2024 he made payments from his NatWest account to another account in his name (which I will refer to as "R") to buy cryptocurrency which he ultimately lost to an investment scam.

Mr B filled in an online enquiry form with a company I will refer to as "W". He was contacted by an employee for W who Mr B described as professional. He also advised that the details provided on W's website made him think he was dealing with a genuine company. Mr B has advised he was also given access to a trading website where he could monitor his profits.

After making a few payments, he tried to make a withdrawal, and it was at this point he realised he had been scammed. Mr B reported the scam to NatWest.

I have included a breakdown of the relevant payments below.

Payment number	Date	Amount
1	9 May 2024	£2,100
2	13 May 2024	£4,300
3	16 May 2024	£9,955
Total loss		£16,355

Mr B raised a complaint with NatWest. It didn't think it had done anything wrong by allowing the payments to go through. So, Mr B brought his complaint to our service.

Our Investigator looked into the complaint but didn't uphold it. She thought that NatWest should have intervened on Payment 3, but she didn't think an intervention from it would have made a difference to Mr B's decision to send the payment. This is because he had provided inaccurate information to R when it intervened on the payment to ensure it was sent. So, in the circumstances she didn't feel that further intervention from NatWest would have stopped him from sending the funds.

Mr B's complaint has now 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.

Having done so, I've come to the same outcome as the Investigator for largely the same reasons. I'll explain why.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No courtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I have not mentioned, it isn't because I have ignored it. I haven't. I'm satisfied that I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

The Lending Standards Board Contingent Reimbursement Model Code (CRM Code) provides refunds in certain circumstances when a scam takes place. But these payments aren't covered by the CRM code. This is because it doesn't cover debit card transactions or payments made to an account held in a person's own name. I've therefore considered whether NatWest should reimburse Mr B under any of their other obligations.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. NatWest is expected to process authorised payment instructions without undue delay. But in some situations, a bank 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 for the customer, or otherwise looks characteristic of fraud. And if so, it should intervene, for example, by contacting the customer directly, before releasing the payments. But I'd expect any intervention to be proportionate to the circumstances of the payment.

NatWest didn't identify that Mr B might be at risk of financial harm from a scam when he made the disputed payments. So, I need to decide if the transactions were concerning enough that I would have expected NatWest to have had a closer look at the circumstances surrounding them. But I also need to keep in mind that banks such as NatWest process high volumes of transactions each day, and that there is a balance to be found between allowing customers to be able to use their account and questioning transactions to confirm they are legitimate.

I have reviewed the available statements which show Mr B's general account activity, along with the payments he made to the scam. And having considered the frequency of the payments, the value of them and who they were made to, I'm not persuaded NatWest ought to have found Payments 1 and 2 suspicious, such that it should have made enquiries of Mr B before processing them.

Payments 1 and 2 were being made to an account in Mr B's own name, and although NatWest should, at this time, have been aware of the risk of multi-stage fraud such as Mr B was experiencing, I consider it reasonable that NatWest might have taken some reassurance from this fact in the circumstances. I can also see that Mr B had sent funds to R previously, so it was an established account Mr B had used. And while I accept that Payments 1 and 2 were higher in value than what he usually made from this account, customers do occasionally make higher value payments than they usually do. So, in the circumstances I wouldn't have expected NatWest to be concerned that Mr B was at a heightened risk of financial harm on these payments.

However, Payment 3 was significantly higher than the previous payments and, in my view, the payment was a clear escalation in value and had the potential to cause significant financial harm to Mr B. Given the possible risks with this payment, I would have expected NatWest to take reasonable steps to warn Mr B of the risk before the payment went ahead.

I've thought carefully about the warning NatWest should have provided in connection with this payment. In view of what it knew about it I'm satisfied an intervention involving asking about its purpose and providing an appropriate tailored warning based on the answers given would have been proportionate to the risk it presented. In saying this, I'm conscious the amount involved, the destination of the payment and history on the account. So, I don't think human intervention, where a NatWest agent would have contacted Mr B to discuss the circumstances of the payment, was warranted in this particular situation.

NatWest have advised Mr B was shown a written warning highlighting the risks of sending money to your own account before each of the payments were made. Mr B believes that a more detailed intervention from NatWest would have prevented his losses. I agree that the warning should have gone further. Where something didn't happen that should have, I'm required to make a decision based on the balance of probabilities; that is, what I find is more likely than not to have happened if things had gone as they should. I've carefully considered all of the available evidence. But having done so, I'm not persuaded that further intervention, would have made a difference to Mr B's decision to go ahead with the payment. This is because I have reviewed the intervention Mr B had with R where he discussed a payment which he would be using to help fund the investment. Mr B provided inaccurate information about the payment he was making, so on balance, I don't think he would have revealed the true purpose behind Payment 3 if NatWest had probed further when it intervened.

R had stopped a £10,000 payment Mr B was making on 16 May 2025. R has confirmed it asked Mr B a number of questions before taking him to its in-app chat to discuss the payment further. Mr B advised R that he wasn't being assisted with the transfer. He also confirmed that no one had asked him to send any money and that it was going to his cryptocurrency account. R reminded Mr B he shouldn't ignore its alerts on payments. R questioned if he had done research into W before deciding to invest. Mr B confirmed he had invested with W before, so he wasn't concerned in any way. R reminded him to do his own research. It also highlighted that if he was being asked to send money as a fee to access his funds then he was being scammed. It's clear from the information Mr B has sent us that he was being guided by the scammer on how to answer questions. He was also being asked for fees to release his funds. So, the warnings that R provided were relevant to Mr B's circumstances and they should have made him question what he was being asked to do.

It's clear that Mr B trusted what he was being told by the scammers about the investment and that he was willing to provide inaccurate information to get the payment processed. So, I don't think he would have revealed much about the circumstances around Payment 3, if NatWest had probed further. On balance, I believe that Mr B would have answered the questions in a way which allowed the payment to go through. In those circumstances I don't think it would be fair to ask NatWest to do anything further.

I also can't see any reason which would suggest compensation is warranted in the circumstances of the complaint as I have not found anything to suggest NatWest have acted incorrectly.

I understand that Mr B was experiencing some difficult circumstances at the time he fell victim to the scam. I'm sorry to learn about this, but I can't say that NatWest was or should have been aware that he was vulnerable or made any special adjustments for him at the time the transactions were made.

I've considered whether NatWest could have done anything to recover Mr B's payments once the scam was uncovered, but because the payments were sent to another account in Mr B's name, and then on to the scam, it wouldn't have been possible for NatWest to recover them.

I realise this means Mr B is out of pocket, and I'm really sorry he's lost money. However, I don't think I can reasonably tell NatWest to reimburse him.

### **My final decision**

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 December 2025.

Aleya Khanom  
**Ombudsman**