

## The complaint

Miss O complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) won't refund all the payments she made as a result of a scam.

## What happened

In summary, Miss O was the victim of a scam, where she made several payments on her debit and credit card for items she didn't receive. These payments firstly went to Miss O's digital wallet with Skrill, before going to fraudsters.

Miss O disputed the payments with NatWest, who raised chargeback claims with Skrill. Skrill defended these, as it provided the service in funding Miss O's digital wallet – and the money was lost to a fraudster afterwards.

As a result, NatWest re-debited the payments made from Miss O's credit card – totalling £1,200.09 across nine payments between 10 and 27 September 2024. But it wrote off the payments of £1,486.31 from Miss O's debit card, as a gesture of its goodwill and to reflect an administration error made with the chargeback process.

Unhappy with this outcome, Miss O brought her complaint to our service to investigate. During this time, NatWest offered to refund 50% of the fees that Skrill charged Miss O for making chargeback claims – for £145.89.

Our investigator considered this was a fair outcome in the circumstances, and they didn't recommend NatWest do anything further to put things right.

Miss O disagreed. In summary:

- She highlighted the financial and emotional toll of dealing with the matter.
- Miss O raised the confusion caused by NatWest's inconsistent approach to the debit and credit card payments – and the doubt it raised that another error could have been made, like the administration error that happened with the chargeback process.
- While Miss O accepted she made large payments before the scam, she highlighted how this was multiple large payments over a short period of time to a new payee. She also pointed to examples of NatWest intervening with much lower value payments.
- She requested fairness, in light of her vulnerabilities and how she was the victim of a scam.

## 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 outcome as our investigator for these reasons:

- I'm sorry to read about the cruel scam Miss O was a victim to and the impact it's had

on her. It's my role to decide whether it's fair to hold NatWest, as her bank, responsible for her losses from the scam.

- There are various rules and codes that mean victims of scams ought to be refunded in some circumstances. But to be clear, there isn't an overarching, general expectation that banks ought to refund victims of scams.
- For card payments like the ones in dispute here, the legal starting position is that Miss O is liable for authorised payments, which is accepted was the case here. However, NatWest is aware, taking longstanding regulatory expectations and requirements into account, and what I consider to be good industry practice at the time, that it should have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.
- For the disputed payments on Miss O's credit card, the value of the payments ranged from £63.27 to £275.24. While I appreciate it was a lot for her to lose, I don't find these values to look particularly concerning. Particularly bearing in mind the volume of payments of these sizes that a bank like NatWest processes and the impracticalities of stopping every payment like them. The payments also took place over approximately two weeks which, taken with the regular spending on Miss O's account, I don't think looked suspicious.
- Miss O has highlighted that these went to a new payee – a digital wallet provider. But I'm not persuaded that's enough to say that NatWest ought to have stepped in with these payments, given the other circumstances and how there are many legitimate reasons people use this service.
- Miss O has also submitted evidence where NatWest intervened with other, lower value, payments. It's not for me to explain what its fraud detection systems are based on – that's naturally sensitive information. But overall, I don't think this means that NatWest ought to have picked up these disputed payments, when I don't find the circumstances meant that they looked particularly unusual or suspicious.
- I recognise Miss O feels strongly otherwise, but I don't think it was unreasonable that NatWest processed these payments in line with the instructions without completing further checks.
- I've gone on to consider NatWest's actions in trying to recover the money. Given the payments were made by card, it raised chargeback claims against the merchant via its card-issuer's voluntary scheme which can provide refunds in certain prescribed circumstances. These were defended, as the merchant provided its intended service in funding Miss O's digital wallet, and the money was subsequently lost to fraudsters from there. In light of this, I don't think there was more NatWest could've reasonably done to recover her money.
- I note that the merchant charged Miss O for raising chargeback claims. While NatWest could've predicted the merchant's likely response, I'm mindful that it was ultimately trying to help – and overall, I don't think it could've reasonably foreseen these charges. So I think its offer to refund half of the fees is fair in the circumstances.
- In saying that, I can't ignore that NatWest agreed to write off the debit card payments entirely owing to an administration error during the process. I can't see how this error caused her to not get her money back, given that it seems likely any chargeback

claim would've been unsuccessful against this merchant. So, while I appreciate it appears inconsistent and it's confused Miss O, I think it's a decision where NatWest has given her the benefit of the doubt here – and it's one that's ultimately worked in her favour.

- I've noted Miss O's point that, given NatWest's admitted error during this process, she'd doubts whether it acted as it should elsewhere. But having reviewed the matter carefully, I'm satisfied that it's not fairly to blame for failing to stop or recover her losses.
- I've also considered NatWest's handling of the matter in dealing with the claim. I appreciate how she found some of the communication confusing, and that the situation has been a lot for her to deal with. But I think that the driving force of this stems from the scam she fell victim to, which I can't blame NatWest for, and the outcome NatWest reached, which I don't think was wrong in the circumstances. And while some aspects could've been better, I don't think its level of service impacted her to the extent that I'd award compensation.
- Finally, I want to assure Miss O's that in reviewing this matter, I've considered the vulnerabilities that she's shared with us – and her request for fairness in light of what she's been through. But I have to be fair to both sides. And while I know it'll be upsetting and disappointing news, I don't think her vulnerabilities change NatWest's liability for these payments here, particularly as I can't see it would've been aware of them when the disputed payments happened. And overall, I don't think I can fairly ask it to put things right, when I'm not persuaded it's made a mistake that's caused her losses from these disputed payments.

### **My final decision**

For the reasons I've explained, I'm satisfied that the offer to put things right by refunding half of the chargeback fees is fair.

So my decision is that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY must pay Miss O £145.89.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 18 December 2025.

Emma Szkolar  
**Ombudsman**