

The complaint

Miss R has complained that National Westminster Bank Public Limited Company (NatWest) won't refund the money she lost after falling victim to a scam.

What happened

Both sides are most familiar with the case, and I should keep decisions as anonymous as possible, so I'll summarise things more briefly.

Miss R was contacted by a scammer posing as a scam recovery company. They claimed they could get Miss R's money back from a previous scam. They asked her for various fees and coached her to mislead her banks about what she was doing.

Over the course of April 2024, Miss R transferred over £86,000 from her NatWest account to her account at another firm. She then bought cryptocurrency via a third company, which she says she sent on to the scammer.

NatWest didn't think they were liable for Miss R's stated loss.

Our Investigator looked into things independently and didn't uphold the complaint. Miss R appealed, so the complaint's been passed to me for 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.

I understand that Miss R may have fallen victim to a cruel scam, for which she'd have my sympathy. From what she's told us, it seems the scammer took advantage of her trust, which couldn't have been an easy thing for her to face. And I can appreciate why Miss R would want her money back from a scam. It's worth keeping in mind that it's the alleged scammer who's primarily responsible for any scam they committed, and it's the alleged scammer who'd really owe Miss R any lost money back. But in this case between Miss R and NatWest, I'm just looking at what Miss R and NatWest are liable for.

Similarly, I appreciate that Miss R is unhappy with other parties like the police and Action Fraud. But those parties are outside of our remit. Again, I'm just looking at her dispute with NatWest here.

I must note that I don't have sufficient evidence that Miss R actually lost money to a scam here. Miss R has provided evidence of her buying cryptocurrency. But we don't have evidence of where exactly that went, or of contact or documents from the alleged scammer where they told her where to send it, and so on. So I don't have any evidence of Miss R being told to send crypto in relation to this scam, nor of what did happen to the crypto. So technically, for all I know, it might still be available to Miss R, or it might've been sent to another wallet in her name, or used to purchase goods and services, and so on.

I'm not saying that I've concluded that Miss R made the scam up, or anything like that. The point is that I don't have enough evidence to conclude what happened either way. I could only reasonably hold NatWest liable for a scam loss if I had enough evidence to see that Miss R actually lost that money to a scam. As I don't have sufficient evidence of that, I can't fairly hold NatWest potentially liable for any such loss here.

With that said, even if I were to conclude that all the money Miss R sent was lost to a scam, I still couldn't reasonably hold NatWest responsible for that alleged loss. I'll explain why.

Miss R confirmed multiple times that she authorised the payments involved, which is also supported by them having been made on her usual device and internet connection, with her security details, alongside her genuine undisputed activity. So although Miss R may not have intended for the money to end up with an alleged scammer, under the Payment Services Regulations she is liable in the first instance for the payments she authorised. And broadly speaking, NatWest had an obligation to follow her instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.

NatWest should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them, though a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. I think NatWest should've intervened here, so I'm glad to see they did.

However, I'm afraid I find that the primary reason why NatWest's intervention didn't work was down to Miss R's actions. While NatWest could have probed further or given stronger warnings, Miss R misled them about what she was doing and gave them a false cover story, which undermined their ability to uncover or prevent the scam. She trusted the scammer over her bank, and appears to have been under the scammer's spell. Similarly, I can see that Miss R was uncooperative or untruthful with the other firms involved, and she misled her bank during another scam too. She didn't heed the warnings she was given across the various businesses involved, some of which described what was happening to her, and she'd fallen for this same type of recovery scam before yet went ahead anyway. And she even told NatWest explicitly that she wasn't going to listen to them. When NatWest blocked a large payment, she tried to put it through in smaller amounts instead. And when her account was blocked, Miss R complained and tried to get the block lifted, and she made payments from her account at another bank. So as far as I can see, Miss R was determined to make these payments, and there wasn't any reasonable, proportionate intervention that NatWest could've done which would've likely stopped her alleged loss. So I can't fairly hold NatWest liable there.

Lastly, I've considered what NatWest did to try to recover Miss R's money after she told them she thought she'd been scammed. I'm afraid that as these were payments to Miss R's own account, the money she'd sent was either still in her own account available to her or had already been sent on such that NatWest couldn't recover it. And such payments were not covered by the CRM Code for scams. So there was nothing more for NatWest to reasonably do there.

So while I'm very sorry to hear about what the alleged scammer did to Miss R, I don't think NatWest can fairly be held responsible for her stated loss. And so I can't fairly tell NatWest to reimburse Miss R in this case.

My final decision

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

This final decision marks the end of our service's consideration of the case.

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

Adam Charles
Ombudsman