

## **The complaint**

Mr G complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest') hasn't refunded the money he lost to a scam.

Mr G referred his complaint to this service with the help of a professional representative. However, for ease of reading, I'll refer only to Mr G throughout my decision.

## **What happened**

The circumstances of the complaint are well-known to both parties. So, I don't intend to set these out in detail here. However, I'll provide a brief summary of what's happened.

In July 2024, Mr G fell victim to a 'job task' scam. Initially, he received £200 from the scammer. He was then persuaded to make multiple payments to the scammer in an attempt to withdraw the funds he believed he'd earned whilst working online.

Initially, Mr G sent £1,350 from his NatWest account to his own account with another banking provider (which I'll refer to as 'H'). He then sent £590.54 to the scammer from H via two money remittance services.

After Mr G encountered difficulties using H and the money remittance services, he sent funds to the scammer from NatWest using two alternative money remittance services, which I'll refer to as 'P' and 'R'. He sent £2,025 to R and £2,856 to P from his NatWest account. He also attempted to send funds to the scammer using one of the original money remittance services, which I'll refer to as 'T'.

When Mr G was unable to continue using P and R, he sent £2,000 to his wife and £1,000 to his wife's parent and those funds were subsequently sent to the scammer.

Below is a list of the relevant payments, which represent a total loss £8,471.54:

Payment	Date	Time	Transaction	Amount
1	24/07/2024	11:34	Faster payment to H	£250
2	24/07/2024	14:17	Faster payment to H	£500
3	24/07/2024	14:26	Faster payment to H	£400
4	24/07/2024	14:33	Faster payment to H	£200
5	24/07/2024	17:31	<i>Open banking to T – rejected by merchant</i>	£1,163.63
6	30/07/2024	16:32	Card payment to P	£160
7	31/07/2024	11:41	Card payment to P	£565
8	31/07/2024	12:42	Card payment to P	£1,300
9	31/07/2024	14:13	Card payment to R	£2,856
10	31/07/2024	18:53	Faster payment to Mr G's wife	£500
11	31/07/2024	20:07	Faster payment to Mr G's wife	£1,500
12	01/08/2024	20:10	Faster payment to Mr G's wife's mum	£1,000

When Mr H discovered he'd been the victim of a scam, he reported the situation to NatWest and asked for a refund. NatWest declined to reimburse Mr G and so he referred his complaint to this service.

Our Investigator considered the complaint but didn't uphold it. In summary, our Investigator said NatWest reasonably could've done more to protect Mr G from fraud, but they weren't persuaded Mr G could've been prevented from losing his money. Our Investigator also didn't think NatWest could've done anything to recover Mr G's loss.

Mr G didn't accept our Investigator's opinion. As an agreement couldn't be reached, the complaint has been passed to me to decide.

### **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.

Mr G has made some detailed submissions in support of his complaint. I've read and considered everything he has sent in, but I don't intend to respond in similar detail. I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied 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.

In deciding what's fair and reasonable, I'm required to take into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

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

Here, it's not in dispute that Mr G made the scam payments from his NatWest account. So, the payments were authorised and under the Payment Services Regulations, the starting position here is that Mr G is responsible for the payments (and the subsequent loss) despite the payments being made as a result of a scam.

However, that isn't the end of the story. Good industry practice required NatWest to 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 warn the customer about the risks of proceeding. So, I've thought about whether the scam payments demonstrated a risk of financial harm to NatWest at the time Mr G made them.

Mr G's own account with H wasn't a new payee from his NatWest account. He'd been making payments to his account with H from NatWest for almost two years, including a monthly standing order. As a result, it wasn't unusual or suspicious for him to be moving money to that account. I appreciate he made four payments in less than three hours, three of which were within 16 minutes of each other. However, the total amount was only £1,350 and this only reduced his balance by approximately 50%. As a result, I'm not persuaded payments 1 to 4 reasonably ought to have given NatWest cause for concern that Mr G was at risk of financial harm from fraud.

Our Investigator thought NatWest reasonably ought to have found payment 9 (£2,856 to R) suspicious and spoken to Mr G to question why he was making the payment. In my opinion the failed payment to T on 24 July 2024, which almost cleared his balance, reasonably ought to have given NatWest cause for concern that Mr G might have been at risk of financial harm. He had almost emptied his account in a six-hour period and I think NatWest should've been concerned that the pattern of transactions demonstrated the common hallmarks of a scam. In those circumstances, I think NatWest ought to have questioned Mr G about the payments through human intervention.

I can't say for certain what would've happened if NatWest had intervened (because it didn't question the disputed payments). So, I must consider whether the available evidence shows that it is more likely than not that Mr G would've acted differently.

By the time the payment was made, Mr G had been working with the scammer for four days. He'd been given access to a sophisticated platform which he thought was genuine. He'd also been able to successfully withdraw £200 before he was asked to deposit any funds himself.

I accept that throughout the conversation with the scammer, which lasted for 11 days, Mr G expressed concerns about what he was being asked to do. However, the scammer was always able to persuade Mr G, relatively easily, to continue. The scammer reassured Mr G that they too had had doubts when starting out, but they'd been so successful that they were considering stopping their other job to work on the platform full time. They also sent Mr G screenshots of the large commissions other workers were earning, as well as reminding Mr G about the large commission he'd earned himself.

Towards the end of the scam, Mr G confirmed his wife had raised concerns that he was being scammed. However, this didn't deter Mr G from continuing to send funds to the scammer, which he did by persuading his wife to receive payments into her own account and her mother's account to facilitate onward payments to the scammer.

Mr G was told, on multiple occasions, not to mention the work he was doing if he had to speak to a financial firm about payments he was making. The scammer told Mr G to say he was moving money to a family member and that he didn't want to discuss private family matters with a stranger. He was also repeatedly asking the scammer's advice on what to say when he was questioned by other financial firms. So, it seems likely that if NatWest had questioned him about the payment to T or the subsequent payments, it's unlikely that NatWest would've been concerned, or on notice, that he might be falling victim to a 'job-task' scam. Therefore, any warnings NatWest could've given would likely have been targeted at preventing other types of scams and are unlikely to have resonated with Mr G at the time.

Whenever Mr G met resistance in moving money to the scammer (a number of financial firms blocked him from making transactions), Mr G repeatedly found a way to move the funds with the advice and assistance of the scammer. So, even if NatWest had stopped him from making the payments, it's likely he would've been able to find a way, using the scammer's help, to move the funds as was the case throughout the scam. So, I'm not persuaded NatWest could've prevented Mr G from sending the funds.

I've thought about whether NatWest could've anything to recover Mr G's funds, once it was on notice that he'd been the victim of a scam.

The money he sent to his account with H was either remaining in his accounts when he reported the scam to NatWest, or had been sent to the scammer. So, there wasn't anything NatWest could've done to recover payments 1 to 4.

Payments 5 to 8 were all card payments to genuine merchants, who arguably had carried out the service they were paid to provide. So, chargebacks made against those merchants would, most likely, have been defended and I wouldn't expect NatWest to raise a chargeback that had little chance of success.

Payments 9 to 11 were sent to Mr G's family members. I haven't seen statements for those accounts, so I don't know if the funds were forwarded on to the scammer or if any funds remained. If any funds remained in those accounts, then these could've been returned by the family members without NatWest's involvement. So, I don't consider NatWest could've done anything to recover Mr G's money from his family members' banks.

I appreciate at the time of the scam that Mr G was taking strong medication for a work-related injury and, as he was unable to work, he was more susceptible to a 'job-task' scam. However, I've seen no evidence to suggest NatWest was aware of Mr G's personal circumstances at the time. As a result, there were no adjustments in place which NatWest failed to adhere to which could've prevented the scam. So, although I understand Mr G believes he was vulnerable at the time, this isn't sufficient to say NatWest should be held liable and responsible for his loss.

In summary, I'm not persuaded NatWest could, more likely than not, have prevented Mr G from losing his money. I also don't consider that NatWest could've done anything to recover his loss. As NatWest couldn't reasonably have prevented or recovered Mr G's loss, I don't consider it would be fair to hold NatWest responsible for it and I'm not persuaded that NatWest needs to reimburse Mr G in these circumstances.

### **My final decision**

For the reasons explained above, my final decision is that I don't 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 21 October 2025.

Liam Davies  
**Ombudsman**