

The complaint

Mr N complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest') won't refund the money he lost to a job scam.

What happened

The background is known to both parties, so I won't repeat all the details. In summary, in April 2025, Mr N was contacted through his messaging *app* by someone (a scammer) offering a remote job opportunity. Mr N had been applying for work previously and had uploaded his CV online.

For the job itself, he was led to believe he'd receive commission for completing sets of "*data optimisation*" tasks. As part of the process, he was required to deposit his own funds, in cryptocurrency, in order to complete the work. He was later advised to open an account with a genuine crypto-platform ('C') to facilitate payments. To make the scam more convincing, he was given access to a 'workbench' platform and allowed to make withdrawals initially.

He realised he'd been scammed when he tried to withdraw his money but was repeatedly told he needed to pay more for that to happen. By that time, over £27,000 had been sent from NatWest to Mr N's account with another payment services provider ('R') in a series of payments between 10 and 14 April 2025. From there, the funds were sent to the scam either through crypto-withdrawals on R's platform or through Mr N's account with C.

The scam was reported to NatWest in April 2025. A complaint was raised and referred to our Service. Our Investigator didn't uphold it. In short, he noted that NatWest was provided with some misleading responses when it intervened. And while he thought its intervention should have gone further, he wasn't persuaded the scam would have been prevented given the responses R was given when it too stepped in to assess a possible scam risk.

As the matter couldn't be resolved informally, it 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.

Having done so, I've decided not to uphold it for similar reasons as the Investigator.

Authorisation

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

It's not in dispute that Mr N authorised the payments in question, so he's presumed liable for his losses in the first instance. But taking longstanding regulatory expectations and requirements into account, and what I consider to have been good industry practice at the time, NatWest should have been on the look-out for the possibility of fraud and made

additional checks before processing payments in some circumstances.

Prevention

In this case, I think there was enough about the account activity on 14 April 2025 (but not before) for NatWest to have stepped in on concerns that Mr N may be at a heightened risk of financial harm – particularly when it came to the transfer of £18,000. I also agree with the Investigator that NatWest's intervention on that payment should have gone further than it did. In my view, it should have spoken to Mr N directly to find out more about what was happening. It doesn't look like NatWest did, so that was arguably a failing on its part.

But it's important for me to say that to uphold this complaint requires more than a finding that NatWest should have done more. I'd still need to be satisfied that a timely and proportionate intervention would have likely made a difference, such that I can reasonably hold it liable for Mr N's losses. On balance, I'm not persuaded that it would have.

I say this partly because when NatWest did ask some automated questions about the transfer to R, Mr N selected options to indicate the payment was to 'family and friends', he'd known the person for over a year, he'd not been told the payment had to be made urgently and that he'd not been suddenly messaged by the person on social media or messaging apps. I can understand why these responses provided NatWest with some reassurance.

R also intervened during the relevant period. For example, between 11 and 14 April 2025 when it intervened on some crypto-withdrawals, Mr N answered questions in the automated payment flow indicating he was 'investing', that he'd checked reviews, and found no mention of scams. At times, he selected he'd found the opportunity through friends/family. In turn, he was given warnings about common crypto-investment scams which we know didn't resonate and stop him from sending more money.

Importantly, when R spoke to Mr N to find out more about his largest payment on 14 April 2025, Mr N continued to say the funds were for investment. In that call, he was asked to answer truthfully. But when asked why the money was passing through R, he said NatWest wouldn't allow him to trade and that he was now moving funds to C because of R's repeated blocks. He said he'd been investing in cryptocurrency for over a year and was now using C as he was unhappy with the fees his previous crypto-platform was charging.

Mr N was warned of scammers instructing customers to send their funds through legitimate platforms to third-party wallets. He was warned of fake investment-platforms and profits and withdrawals to gain trust. He was warned of fees/taxes and of customers being tricked into a cycle of sending more money. He was told to stop transactions immediately if he noticed any of these signs or someone guiding him on his communication. When asked how he planned to invest, Mr N said he would be holding the funds with C to invest as and when. He referred to some digital coins. He confirmed no-one had contacted him about an investment or asked him to be untruthful. He said he wouldn't be sending the funds on from C to a third party.

I've thought carefully about Mr N's comments, in response to the Investigator's outcome, where he suggests there's no reason to believe his responses to NatWest would have been the same as those given to R when it intervened. I note he has said that the scammer was instructing him exactly what to say by that time, and that by the time the money reached R, he was under more pressure, more manipulated, and further into the scam.

But I wouldn't have expected NatWest to have intervened before the later payments on 14 April 2025. By then, the scam had been ongoing for some days and Mr N had already started paying some higher amounts to withdraw funds. In my view, he was already under the 'spell' and intent on making the payments for that to happen. I think it's significant, for

example, that NatWest was given misleading responses to its automated intervention for the transfer to R, and that R had been given misleading responses on earlier automated interventions, before any payments from NatWest ought reasonably to have flagged.

I think it's also significant that Mr N was communicating with the scammer at the time that the payments were made. While I appreciate Mr N may have acted under their influence believing he'd be able to withdraw his funds, I'm not convinced, considering also what happened during his call with R that same day, that Mr N would have been any more forthcoming about what he was really involved in, if NatWest had also called. As a matter of causation, I can't hold NatWest responsible for Mr N's losses where I think it's unlikely that proportionate steps on its part would have prevented the scam at that point.

I've also considered the information Mr N has provided about his medical conditions, which he says were a factor in him falling for the scam. However, this needs to be considered in the context of what NatWest knew or ought reasonably to have known. I'm not persuaded NatWest was aware of anything significant to indicate Mr N's decision-making might have been impaired, such that he may have been more susceptible to scams, and then failed to put measures in place. And considering Mr N's call with R, in which he spoke confidently about what he was doing and why, I think it's unlikely NatWest could reasonably have picked up on anything significant about what Mr N has shared with us, if it had called him directly.

I'm very sorry Mr N was the victim of a scam that has affected him deeply. I can understand why he wants to do all he can to recover his money. But I can only direct NatWest to refund his losses in circumstances where I think it's likely it could have prevented them. For the reasons I've given, I don't think it could have. In terms of recovery, the payments were sent to Mr N's account with R. He would have been able to access any money that remained. A chargeback is unlikely to have succeeded as there is no dispute the service was provided by R as intended before the money was sent on from there as part of the scam.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 13 February 2026.

Thomas Cardia
Ombudsman