

The complaint

Mr S complains that National Westminster Bank Public Limited Company (NatWest) didn't do enough to protect him from falling victim to a scam.

Mr S has used a representative to help bring his complaint. But, for ease of reading, I'll mostly refer to Mr S himself throughout where I also mean the representative.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. In October 2024 Mr S says he was the victim of a scam. He describes finding an investment opportunity on social media, being contacted by a 'broker' who then helped him invest. As a result of the scam he says he made the below transfers from his NatWest account which all went to another account of his with 'R'. From the account with R I understand the funds were used to purchase cryptocurrency which was then sent on and lost to the scam.

Payment Number	Date	Amount
1	16 October 2024	£100
2	18 October 2024	£800
3	21 October 2024	£10,000
4	28 October 2024	£1,000
5	30 October 2024	£5,000
6	6 November 2024	£1,500

Mr S says that when he was told he had to pay fee's before he could make a withdrawal, he realised he'd been scammed. In November 2024 he complained to NatWest alleging they'd not done enough to protect him. NatWest responded and said they couldn't help as they weren't the point of loss and they'd provided appropriate warnings within their system. Unhappy with this response, Mr S referred his complaint to our service. One of our Investigators considered it but didn't recommend it should be upheld. In summary she didn't think NatWest could fairly be said to be responsible for the loss. Mr S disagrees and has asked for an Ombudsman to review his complaint.

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 and for similar reasons. I know this will be disappointing for Mr S, so I'll explain why.

There is no automatic right to a refund for Mr S from NatWest in these circumstances. Mr S doesn't dispute making the above payments (albeit he was tricked into doing so). So, the starting point is that he will usually be responsible for payments he's made himself. But,

NatWest should also be alert to the possibility of fraud, scams and the misappropriation of funds. And they should do what they reasonably can to protect their customers from the same.

Here, NatWest say that when Mr S set up his account with R as a new beneficiary, he would've been asked the purpose of his initial payment and would've been shown a relevant warning based on the answer given. However, they've said they can't now evidence what reason Mr S provided. They've also said that beyond this, they don't have evidence that any of the further payments flagged for any additional checks.

I would consider the above steps that NatWest took to be fair in relation to the initial two payments Mr S made. I wouldn't consider those payments to be high risk or indicative of a potential fraud or scam. There must be a level of proportionality as to what can fairly be expected, and I don't think it's reasonable to expect NatWest to have done more in relation to payments of £100 and £800 in this case.

However, when Mr S instructed his transfer for £10,000, this was a meaningful departure from how he typically used his account. I think it represented a risk of financial harm to Mr S and that NatWest should've done more before processing it. In this case I think it would've been appropriate for NatWest to have called him to have found out more about the payment to allow an appropriate warning to have been given. This didn't happen. So, my consideration must now be as to what most likely would've happened, had NatWest done what I'd reasonably have expected.

When Mr S sent on his payments from R to purchase cryptocurrency, R intervened in a number of ways. And these interventions are relevant when thinking about what more likely than not would've happened here. Mr S told R that he was transferring his money to another account that he controlled. He denied that he was being advised or that there was any third-party involvement and said he hadn't downloaded software to enable someone else to see or control his screen. He was provided with a variety of warnings including about investments found on social media, being guided as to what to say or to ignore warnings.

Beyond this, Mr S borrowed some of the money he sent to the scammer. The evidence from one lender indicates that he told them the loan was for home improvements (and not towards an investment). This supports the idea that Mr S was prepared to mislead financial businesses as to the true situation. The evidence of the chat between him and the 'broker' also suggests that a very close and trusting relationship had formed between them. Again, this doesn't support that Mr S would've been receptive to questions and warnings from NatWest.

I acknowledge that I can never know with 100% certainty exactly what would've happened. But, taking account of all the evidence and what I've said above, I think it's more likely than not that Mr S (likely at the guidance of the scammer) would've answered any reasonable level of questioning from NatWest in such a way that would've reassured them and his payments would've still been made. As Mr S didn't share the full situation with other financial businesses, I'm not persuaded he would've done with NatWest or that they'd have had an objective basis to disbelieve what he most likely would've said. It follows that I don't think NatWest can fairly be said to be liable for the payments Mr S made to his account with R. Even though they ought to have done more than they did, I'm not persuaded it would've made a difference in this case.

Similarly, as Mr S paid his account with R, had any funds remained, he would've already been in control of them. So, I don't think anything NatWest did or didn't do would've impacted whether a recovery could've been made.

I'm of course sorry to hear Mr S lost the money he did and of the impact this has had on him. But, because I don't think this is something NatWest are responsible for, there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

My final decision

For the reasons outlined 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 S to accept or reject my decision before 18 November 2025.

Richard Annandale
Ombudsman