

## The complaint

Mr C complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) is refusing to refund him the amount he lost as the result of a scam.

## What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr C tells us that he began speaking to an individual I will call "X" via an online dating application. As the relationship developed the conversation moved to a well-known messaging application.

Mr C and X spoke about investing and cryptocurrency investment. C then took direction from X and started to make payments in relation to what he thought were genuine investments.

When Mr C attempted to make a withdrawal from the investments, he was told he would have to make further payments in relation to fees and taxes first and realised he had fallen victim to a scam.

Mr C has disputed the following payments made from his NatWest account in relation to the scam:

Payment	Date	Payee	Payment Method	Amount
1	27 November 2024	Crypto.com	Debit Card	£300.91
2	27 November 2024	Crypto.com	Debit Card	£102.99
3	28 November 2024	Mr C	Transfer	£1.00
4	28 November 2024	Mr C	Transfer	£1,000.00
5	3 December 2024	Mr C	Transfer	£3,000.00
6	4 December 2024	Mr C	Transfer	£2,000.00

Our Investigator considered Mr C's complaint and didn't think it should be upheld. Mr C disagreed, so this 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.

It has not been disputed that Mr C has fallen victim to a cruel scam. The evidence provided by both Mr C and NatWest sets out what happened. What is in dispute is whether NatWest should refund the money Mr C lost due to the scam.

### *Recovering the payments Mr C made*

Mr C made payments into the scam via his debit card and transfer. When payments are made by card the only recovery option NatWest has is to request a chargeback. When

payments are made by transfer NatWest's recovery options are even more limited.

None of the payments Mr C made in relation to the scam went to the scammer directly. They went to either a genuine cryptocurrency exchange (likely in exchange for cryptocurrency), or to an account in Mr C's name with another provider. As it took further steps for the funds to end up in the hands of the scammer any attempt to recover the payments would have no prospects of success.

With the above in mind, I don't think NatWest had any reasonable options available to it to recover the payments Mr C made in relation to the scam.

*Should NatWest have reasonably prevented the payments Mr C made?*

It has been accepted that Mr C authorised the payments that were made from his account with NatWest, albeit on X's instruction. So, the starting point here is that Mr C is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether NatWest should have been aware of the scam and intervened when Mr C made the disputed payments. And if it had intervened, would it have been able to prevent the scam taking place.

NatWest has confirmed that Mr C would have received a written warning based on the payment reasons he gave when making transfers. Including investment warnings had he selected this option.

The payments Mr C made in relation to the scam via a cryptocurrency exchange would generally carry a higher risk, but the value of the payments wasn't so significant that I would have expected them to cause NatWest concerns that Mr C could be at risk of financial harm.

The remaining payments Mr C has disputed were made to accounts in Mr C's own name. This type of payment usually carries a lower risk as Mr C would remain in control of the funds after the payments were made. In addition to this the values of the payments were not of such a significant value that I would have expected NatWest to have concerns Mr C could be at risk of financial harm.

With the above in mind, I don't think it was unreasonable that NatWest didn't intervene when Mr C made the payments in relation to the scam, and it is not responsible for Mr C's loss.

Mr C has told us that the payments made in relation to the scam were out of character and NatWest should have done more to protect him. But for the reasons I've explained above this doesn't change my decision.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 December 2025.

Terry Woodham  
**Ombudsman**