

## **The complaint**

Ms J is unhappy that National Westminster Bank Public Limited Company (NatWest) has declined to reimburse her losses from payments that were made to a scam.

A professional representative, B, has brought the complaint to the Financial Ombudsman Service on Ms J's behalf.

## **What happened**

The background to the scam and the complaint is well known to both parties, so I won't repeat it in full here. In brief, Ms J fell victim to a job-related scam in which she was misled into believing she would earn commissions for completing tasks on a platform which was fraudulent.

Ms J made several payments using her NatWest bank account and credit card between 14 January and 28 February 2025. She also set up accounts with several other firms during this period, where further payment activity took place. The scam became apparent when she was unable to withdraw either her supposed earnings or the funds she had paid in.

B brought a complaint against NatWest to our service on Ms J's behalf but an investigator here didn't uphold it. In summary, he wasn't persuaded that NatWest should have intervened in the payment activity connected to the scam. Even if they had, he also felt that Ms J's loss wouldn't have been prevented in view of evidence of interventions that had occurred at other firms during the scam.

B disagreed with the investigator's conclusions and asked for an ombudsman's 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.

Having done so, I have reached the same outcome as our investigator and will not be asking NatWest to take any further action.

I recognise that Ms J will be very disappointed with my decision, and I appreciate the devastating impact this scam has had on her, as shown in the detailed submissions she has provided to our service.

There is no doubt that Ms J was the victim of a cruel fraud, and the perpetrators are ultimately responsible for what happened. While I sympathise with the significant loss she has suffered, there is no automatic right to reimbursement in circumstances such as this. My role is to assess whether it would be fair and reasonable for NatWest to reimburse any of that loss in light of the evidence I've seen.

While B raised several points to challenge the investigator's assessment, I've focused on what I think is the heart of the matter. 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, reflecting the informal nature of our service as a free alternative to the courts.

### Initial Considerations

I'm satisfied that Ms J authorised the disputed payments. NatWest would ordinarily be expected to process payments that a customer instructs it to make. Under the Payment Services Regulations 2017 and the account's terms and conditions, Ms J is presumed liable for the loss in the first instance where she authorised the transactions.

The Faster Payment Scheme (FPS) Reimbursement Rules also do not apply in this case, as transactions made by card or to accounts in Ms J's own name and under her control are not covered.

### Would further intervention from NatWest have made a difference?

In my opinion, the central question to consider in this case is whether further action from NatWest in view of the payment activity would likely have uncovered the scam or prevented the losses at any stage. After careful consideration, I do not believe that it would.

I say this in light of what happened when other firms intervened in relation to Ms J's payment activity on several occasions during the timeline of the scam. I acknowledge that Ms J and B have strongly disputed that any interventions took place, and they suggested that no firm had warned her she was at risk of being scammed. Respectfully, I cannot agree with them in view of the evidence provided from several sources. This includes submissions from two of those firms where payment activity occurred and the WhatsApp chats Ms J had with the scammers, which were supplied to us by B.

For example:

- On 15 January, Ms J told the scammers that she was experiencing difficulties making payments from NatWest and Remitly, which resulted in calls with each firm. The scammer advised her not to mention anything about the "work" she was carrying out under the job scam.
- On 17 January, messages with the scammer indicate that a £1000 payment attempt from NatWest to Crypto.com was rejected. The scammer advised Ms J that if she was questioned about payments to cryptocurrency exchanges she should say that it is part of an investment plan. Ms J acknowledged this and said she would do this.
- On 18 January, Ms J told the scammers that Remitly closed her account as they had concluded that transactions she was attempting that were being directed to the job scam were subject to fraud.
- On 20 January, Ms J told the scammers that two payments attempted through Revolut were subjected to several scam-related questions and each was held for three hours. Revolut provided our service with the details of the interventions Ms J encountered, and I can see that in one instance she had the option to select that the purpose of the payment was "as part of a job opportunity", but this wasn't selected.
- On 22 January, Ms J attempted further payments from Revolut to a cryptocurrency wallet which failed. She shared a screenshot with the scammer showing that Revolut's app stated the address was under review or had failed its checks.

Ms J then attempted to make a bank transfer to her Crypto.com account, but Revolut held the payment and asked further questions via its live chat. After identifying that the funds were going to a cryptocurrency platform, Revolut requested a call with Ms J. A recording of this call was provided to our service as previously highlighted by our investigator and I have also listened to it separately.

The Revolut agent explained to Ms J that, in view of her recent payment activity, they strongly suspected she was being scammed. During this call, she explained that she was investing in cryptocurrency on Crypto.com and would not be sending it on to another platform from there.

Following her answers to their questions, the agent confirmed there remained a high risk that the payment was part of a scam. It was ultimately cancelled. She later told the scammer that Revolut closed her account because of their concerns that she was being scammed.

- On 23 January, Ms J told the scammer that payments attempted through Western Union had been refused because she had been told “the transactions look like a scam”.
- On 24 January, Ms J shared a screenshot with the scammer of a warning from Crypto.com stating that a cryptocurrency wallet she was attempting to pay was “associated with malicious activity and controlled by scammers”. She attempted to proceed regardless but told the scammer shortly afterwards that the payment had been declined by Crypto.com. The scammer then advised her to obtain a new wallet address from the customer-service team connected to the job scam, which she did.
- On 4 February, Ms J attempted a £750 payment from Wise to an individual payee which triggered questions surrounding its purpose. Wise provided our service with her responses where she said that it was a payment to “Airbnb or another holiday rental site”. That led to the payment being put on hold and Wise displaying two warnings which stated that she was at a high risk and critical risk of being scammed. She told the scammer that Wise put the payment on hold as they said it was a scam and ultimately it wasn’t processed.
- On 5 February, she attempted to make another payment from Wise to a new payee linked to the scam but Wise again placed it under review. She was asked to email Wise to explain why she was making the transfer and what her relationship was with the recipient. She shared this with the scammer and asked ‘What should I reply to this?’
- On 6 February, she got a message from Wise saying her account was being closed because it concluded that she was at a high risk of being scammed and they were deactivating the account to prevent further transactions. She shared a screenshot of Wise’s communication with the scammer.

In summary, the available evidence shows that Ms J repeatedly encountered interventions from multiple firms when attempting payments connected to the scam. She regularly told the scammer when this happened and often shared screenshots of communications she had received from these firms. She was also receptive to the scammers’ advice and instructions, including guidance on avoiding any reference to the true purpose of the activity she was carrying out.

Even then, several firms expressed concerns and issued scam warnings about the payment activity Ms J was undertaking, stating their belief that she was at risk of being scammed. Some refused payments or closed accounts for these specific reasons. But despite this, Ms J continued to seek alternative ways to make payments through other accounts.

In my opinion, Ms J was under the spell of the scam to such an extent that her overriding focus was completing the payments required under the job scam. In light of this and everything I’ve said above, I’m not persuaded that further questioning or warnings from NatWest would have led to a different outcome here. Therefore, I cannot recommend that the bank should reimburse the losses that occurred from the payments that have been disputed in this complaint.

### Recovery

When the scam was reported to NatWest, there was no realistic prospect of the bank recovering any of the funds. Payments where losses arose were initially sent to accounts controlled by Ms J at other institutions, before being sent on to accounts or cryptocurrency

wallets controlled by the scammers. In those circumstances, there was nothing further NatWest could reasonably have done to recover the money.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 20 March 2026.

James Abbott  
**Ombudsman**