

The complaint

Mr L complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY has declined to reimburse payments he made that he now thinks were related to a scam.

What happened

After an incident abroad, Mr L made two international payments to someone he believed to be a lawyer. The individual then ceased communication with Mr L, and he now believes it was a scam. Mr L asked NatWest to reimburse the payments and says it should have done more to prevent his loss when he went into branch as they assisted him in making the payments.

NatWest didn't reimburse Mr L on the basis that international payments weren't covered by relevant fraud reimbursement rules. And while NatWest assisted Mr L in branch, it didn't think it needed to undertake any additional checks at the time. It attempted to recover the payments, but no funds remained.

When Mr L referred his complaint to our service, the investigator didn't uphold it. In summary, they didn't think NatWest ought to have done more to prevent the payments and that it had taken appropriate steps to attempt recovery of Mr L's funds.

Mr L didn't agree, he said the branch staff should have identified his payment was high risk because he was making an international payment for a legal fee. He thinks it should have provided a tailored warning and offered safer alternatives.

As Mr L requested a decision by an ombudsman, the matter has been passed to me for consideration.

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 conclusion as the investigator for similar reasons.

I understand NatWest and the investigator have indicated some uncertainty Mr L was scammed and that this could be a civil dispute. This is based on the information available about the third party, and the fact Mr L did have an initial consultation, and they reached out to Mr L after NatWest contacted the receiving bank. I agree this is a possibility, but even if it was a scam I don't think NatWest is required to reimburse the payments, I'll explain why.

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

Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, NatWest ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some

circumstances.

I have reviewed Mr L' account statements. Having considered when the disputed payments were made, their value and who they were made to, I'm not persuaded NatWest ought to have found them suspicious, such that it ought to have made enquiries of Mr L before processing them.

I understand Mr L has raised that the staff helped him complete the transactions on his phone while in branch. NatWest said this is likely to have been to help Mr L learn how to make payments in future without the need for a branch visit. NatWest has confirmed that processing the payment this way wouldn't have affected whether a more in-depth intervention took place.

While I appreciate Mr L took some comfort in involving branch staff when making the payment, they didn't identify an increased risk to Mr L and so the staff member's role was limited to assisting him in making the payment instruction. I don't think this was unreasonable in the circumstances as they wouldn't have had cause for concern at the time. Mr L had found the third party himself and had paperwork supporting the reason for making the payments, so it would have appeared legitimate at the time. So I don't think it would be reasonable to conclude that NatWest ought to have identified a risk to Mr L at the time of the payments or that it would have been proportionate to expect a warning be provided in the circumstances. For these reasons, I don't think NatWest has done anything wrong in processing the payments at the time.

NatWest did attempt to recover Mr L's funds but was told no funds remained. As the payments were international and therefore not covered by relevant reimbursement rules, I don't think NatWest is under an obligation to reimburse Mr L.

I am sorry for the impact this experience has had on Mr L, but for the reasons explained, I don't think NatWest needs to do more to resolve this complaint.

My final decision

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 L to accept or reject my decision before 26 February 2026.

Stephanie Mitchell
Ombudsman