

The complaint

Mr D is unhappy that National Westminster Bank Public Limited (NatWest) won't reimburse money he lost to a scam.

Mr D is professionally represented in bringing his complaint, but for ease of reading, I'll refer to all submissions as being made by Mr D directly throughout this decision.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In summary, Mr D has explained that between May and August 2024 he made payments from his NatWest account which he ultimately lost to a romance scam.

Mr D explained he met someone online, who I will refer to as "the scammer", during a difficult period in his life. They began to communicate regularly, building what he believed to be a relationship. The scammer explained that the situation in her home country was very difficult due to ongoing conflicts and convinced him to send funds to her for various reasons. Mr D sent the funds using an online payment platform I will refer to as "P".

The scammer explained she had to stop communicating with Mr D after returning to her village. It was at this point that he realised he had been scammed. Mr D has advised he lost around £25,000 from his NatWest account as a result of the scam.

Mr D raised a complaint with NatWest. It didn't think it had done anything wrong by allowing the payments to go through. So, Mr D brought his complaint to our service.

Our Investigator looked into the complaint but didn't uphold it. Our Investigator didn't think the payments Mr D made were unusual and so they didn't feel NatWest should have identified a scam risk. Mr D didn't agree. He said, in summary, that the payments were unusual and indicated that he was falling victim to a scam. As a result he thought NatWest should have intervened on the transactions. He also explained that he was vulnerable at the time.

As Mr D didn't agree with the outcome, the complaint has been passed to me for review and a 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.

I'm sorry to disappoint Mr D, but I'm not upholding his complaint - for broadly the same reasons as the investigator.

The Lending Standards Board Contingent Reimbursement Model Code (CRM Code) provides refunds in certain circumstances when a scam takes place. But – it doesn't apply in this case. That is because it doesn't cover card payments. I've therefore considered whether

NatWest should reimburse Mr D under any of its other obligations.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. NatWest is expected to process authorised payment instructions without undue delay. But in some situations a bank should take a closer look at the circumstances of the payments – for example, if it ought to be alert to a fraud risk, because the transaction is unusual for the customer, or looked out of character or suspicious. And if so, it should intervene, for example, by contacting the customer directly, before releasing the payments. But I'd expect any intervention to be proportionate to the circumstances of the payment.

I have also kept in mind that banks such as NatWest process high volumes of transactions each day, and that there is a balance to be found between allowing customers to be able to use their accounts and questioning transactions to confirm they are legitimate.

NatWest didn't identify that Mr D might be at risk of financial harm from a scam when he made the disputed payments. This is often a finely balanced matter, and NatWest has a difficult balance to strike in how it configures its systems to detect unusual activity or activity that might otherwise indicate a higher than usual risk of fraud. Having reviewed Mr D's account statements, I can't conclude that the payments made to the scam would have looked particularly unusual or out of character to NatWest. Mr D had used P regularly to send payments before the scam had occurred, so these payments would not have appeared as unusual or outside his usual spending habits. All the payments made were relatively modest with most under £500, and although I appreciate that the payments may have represented a lot of money to Mr D, they were simply not of a value where I'd usually expect NatWest to be concerned that Mr D was at a heightened risk of financial harm.

I've also considered the frequency of the payments. The scam payments were made over a four-month period and although there was a slight escalation in frequency, I still wouldn't have expected that to have caused NatWest concern. The payments did not increase significantly during this time, which is something that can happen when a customer is falling victim to a scam.

So, while NatWest should be looking out for signs that their customers are at risk of financial harm from fraud, I'm not persuaded the value, the destination of the payments or the frequency of the payments were so unusual or suspicious for NatWest to have suspected Mr D was at risk of financial harm - thereby prompting it to intervene before processing them.

I also understand that Mr D was experiencing some difficult circumstances at the time he fell victim to the scam. I'm sorry to learn about this but I can't say that NatWest was or should have been aware that he was vulnerable or made any special adjustments for him at the time the transactions were made.

I have considered whether NatWest could have done anything to recover Mr D's payments once the scam was uncovered. However, the funds were transferred using P and sent to the scammer. There was also a delay in reporting the scam. Therefore, I don't think there was any realistic possibility of recovery.

I'm sorry to hear Mr D suffered a financial loss as a result of what happened. But it would only be fair for me to direct NatWest to refund his loss if I thought it was responsible – and I'm not persuaded that this was the case. For the above reasons, I think NatWest has acted fairly and so I'm not going to tell it to do anything further.

My final decision

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 6 February 2026.

Aleya Khanom
Ombudsman