

## The complaint

Mr and Mrs T are unhappy National Westminster Bank PLC Ltd will not refund the money Mrs T lost as the result of a scam.

## What happened

As all parties are aware of the details of the scam, I will not repeat them in full here. In summary, Mrs T fell victim to a job/task scam. She responded to an online advert and was offered the opportunity to complete tasks online (rating apps) to earn commission. She was told that to access the tasks she first needed to deposit funds. She made the following debit card payments to an account in her name at a money transfer service, and from there transferred it to the scammers.

payment	date	time	value
1	10-Dec-24	12:00	£1,502.99
2	10-Dec-24	12:16	£1,792.99
3	10-Dec-24	19:45	£1,502.99

She also sent funds from an account at another bank via money transfer services.

Mrs T realised she had been scammed when she kept needing to send more funds before she could withdraw her commission. She called NatWest to report the scam on 14 December 2024, it advised her to contact the money transfer service.

Mrs T says NatWest did not do enough to protect her which is distressing as she has been an account holder for over 30 years. NatWest says it was not the point of loss. And none of the payments triggered a fraud alert, so it had no reason to intervene. As they were debit card payments the Faster Payment Service's mandatory reimbursement rules for scams do not apply.

Our investigator did not uphold Mr and Mrs T's complaint. He did not find the bank ought to have done anything differently before following Mrs T's payment instructions. And there was no valid reason for a chargeback claim so NatWest wasn't wrong not to raise one.

Unhappy with this assessment, Mr and Mrs T asked for an ombudsman's review. Mrs T said her other bank had refunded payments associated with the same scam; NatWest didn't investigate properly when she reported the scam and it had shown no empathy. It has failed her and she has been a customer for many years.

## 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.

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment

Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account. It is not in dispute here that Mrs T authorised these payments.

But, taking into account relevant law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable in December 2024 that NatWest should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving and the different risks these can present to consumers, when deciding whether to intervene.

To note, I agree with NatWest's point that the Faster Payment Service's mandatory reimbursement rules do not apply here as the payments were made by debit card, and to an account in her name.

In this overall context, I do not find NatWest can be held liable for Mr and Mrs T's loss. I'll explain why.

The three payments did not have any characteristics indicative of possible financial harm. There were occasional payments of similar value in the previous months (e.g. 7 May 2024, 24 July 2024, 17 October 2024, 20 November 2024). And whilst these were made on one day, they weren't presented in rapid succession and did not drain the account. There was no pattern typical of scam activity such as an increase in value each time. In the round I cannot see that NatWest ought have intervened and checked with Mrs T before processing the payments.

I have also considered if NatWest did what we would expect to try to recover the funds after Mrs T reported the scam. As the payments were made by debit card the opportunity to recover the funds would be through the chargeback scheme. But I don't consider that a chargeback claim would have had any prospect of success. There would have been no valid chargeback right given there was no dispute that the money transfer service provided the services it sold to Mrs T. The funds appeared in her account, and she subsequently sent them to the scammers. So I can't say there was any failing in this regard on NatWest's part.

Mrs T says NatWest showed no empathy when she called to report the scam. I have listened to the conversation and I cannot agree. The first thing the agent said when Mrs T explained why she was calling was that she's sorry to hear that. And the agent acts in a wholly professional and appropriate manner throughout the call. The tone of the second agent, from the fraud and scams team, could fairly be described as more matter-of-fact. But notwithstanding, he was clear, efficient and simply focused on capturing the information the bank needed to understand what had happened. So, I find no evidence of any failings in how NatWest handled the call.

Mrs T has also raised that her other bank responded very differently and refunded her loss. There could be a number of reasons it did this - I can only comment here on the individual merits of this case.

Finally, Mrs T says she was vulnerable at the time of the scam and her decision-making was impaired. I am sorry to hear this. But as I have seen no evidence that NatWest was on notice I cannot expect it to have made any reasonable adjustments.

It follows I am not instructing NatWest to refund any money to Mr and Mrs T. I accept Mrs T has fallen victim to a sophisticated scam and I am sorry she has had to experience this. I can understand why she would like to be compensated for the financial loss. But I don't consider that the bank, which had no involvement in the scam itself, can be fairly held liable for the reasons set out above.

### **My final decision**

I am not upholding Mr and Mrs T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs T to accept or reject my decision before 10 February 2026.

Rebecca Connelley  
**Ombudsman**