

## **The complaint**

Mr M has complained, via a representative, that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (“NatWest”) failed to refund the money he lost as part of a scam.

## **What happened**

The details of this complaint are well known to both parties, so I will not repeat everything again here. Instead, I will focus on giving the reasons for my decision.

In summary though, Mr M was the victim of an investment scam. I will call the scam website “B”.

Mr M made 4 payments to the scammers from his NatWest account. These were made by transfers to a crypto exchange and three transfers to an account that we held with a different provider. The transactions took place between July and August 2025 and totalled over £20,000.

Mr M realised he had been scammed when he was unable to withdraw his profits. Mr M asked NatWest to refund these payments, as he believes NatWest should have done more to prevent him from being scammed in the first place. NatWest did not agree with this.

One of our investigators looked into this matter and she thought that NatWest should have intervened more than it did. But she did not think that an appropriate and proportionate intervention would have stopped the scam. She therefore did not uphold this complaint.

Mr M did not agree with this and therefore this case has been passed to me to issue 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.

In deciding what’s fair and reasonable, I am required to take into account relevant law and regulations, regulators’ rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is more likely to have (or would have) happened, in light of the available evidence and the wider circumstances.

In this decision, I’ll concentrate my comments on what I think is relevant. If I don’t comment on a specific point, it’s not because I’ve failed to consider it, but because I don’t think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this and this reflects the nature of our service as a free and informal alternative to the courts.

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

However, taking into account relevant law, regulatory 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 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 – (as in practice NatWest sometimes does); and
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

In this instance, Mr M frequently made large transactions to other accounts that he held and to trading platforms. So I only think that it needed to intervene once, during the first payment, which was the one payment to a crypto exchange. I think that an appropriate and proportionate intervention would have been for it to ask a series of questions about the payment and to provide a tailored written warning, based on the answers provided by Mr M.

But I don't think that this would have stopped the scam. I say this because Mr M's other account provider did intervene and there was an online warning provided to Mr M. Mr M did not heed the warning provided, even when the warning included some of the features of the scam that Mr M was actually falling for. These included warnings that Mr M was likely being scammed; that investment scams promise high returns in short periods of time and might have professional looking online platforms; and that scammers use social media to promote fake investments schemes.

I also can see that, when questioned by the crypto exchange about the payments that he was making, he provided inaccurate answers as to why he was making the payments. Some examples of this are that he was investing based on his own research rather than being advised by someone he met online; that he had not been provided trading advice from someone he had met online; and he had not been promised a guaranteed return from an investment that he had made with a third party platform.

It is clear that Mr M was providing answers designed to allow the payments to be made. I note that Mr M's representative has explained that these answers were provided after payment 1 had already been made. So the representative says that, had Mr M been asked more questions earlier in the scam, he likely would have answered any questions more accurately. But, whilst the intervention from the crypto exchange was later in the scam, this was only by a few days. So I think it likely that he would have given similar answers had NatWest asked more questions.

This would have meant that NatWest, at most, would have been able to provide a warning similar to the one that the other account provider did - which clearly did not resonate with Mr M. So, I'm not persuaded that an appropriate and proportionate intervention would have stopped the scam.

I've also thought about whether NatWest could have done more to recover the funds after Mr M reported the fraud.

NatWest are under no obligation to refund the money under any of the reimbursement schemes, as the funds were sent to accounts in Mr M's own name. So, I don't think that the funds could have been recovered by other means.

I appreciate this will likely come as a great disappointment to Mr M, and I'm sorry to hear he has been the victim of a scam. However, whilst I have a great deal of sympathy for the situation that Mr M found himself in, I'm not persuaded that NatWest can fairly or reasonably be held liable for his loss in these circumstances.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 May 2026.

Charlie Newton  
**Ombudsman**