

The complaint

Mr M is unhappy that National Westminster Bank Public Limited Company won't refund payments he made because of an impersonation scam.

What happened

On 13 December 2025, Mr M received a phone call from who he thought was a representative from the Financial Conduct Authority. They told him that his account had been compromised, due to a data breach, and that scammers had made payments in his name. They asked that he make genuine purchases to assist with their investigation.

Unfortunately, Mr M was in contact with scammers, who were looking to obtain goods paid for by him. Between 14 and 16 December 2025, Mr M made three payments on his NatWest credit card, totalling £17,800 in gold bullion, that was then sent onto them. On 17 December 2025, Mr M contacted the FCA and they confirmed that he had been scammed.

Mr M reported what happened to NatWest on 30 December 2025 and at the same time, raised a complaint it failed to protect him from the scam. NatWest replied that it was comfortable it acted in accordance with its obligations. It said it was unable to agree with Mr M and that it had made no errors. It said as a gesture of goodwill it would waive six months' worth of interest.

Unhappy, Mr M brought his concerns to our service to investigate. Our investigator looked into matters but didn't uphold his complaint. He said NatWest ought to have intervened by the second of the three payments, and it did. He said NatWest asked the sort of questions he would have expected it to, but Mr M proceeded with the transaction anyway. He said even if NatWest had gone further and asked more questions or issued a warning, he didn't think Mr M would have stopped with what he was doing. He didn't uphold Mr M's complaint on this basis. He also said NatWest couldn't have done anymore to recover the money that Mr M sent.

Mr M disagreed with the investigator, so as the parties are not in agreement, his complaint has come to me to make a 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.

From 7 October 2024, NatWest has been subject to the Payment System Regulator's mandatory reimbursement rules. That said, the rules apply only to bank transfer scams, not to debit or credit card payments, so they don't apply here.

In addition, the starting position in law is that a credit card provider such as NatWest is expected to process payments a customer authorises it to make. In this case, I think Mr M authorised the transactions. Mr M made the transactions as a result of an impersonation scam, but I am satisfied he authorised them, so the starting position is he is liable for them.

However, that isn't the end of the matter. NatWest is also expected to take reasonable steps to protect their customers from financial harm, including identifying and responding to transactions that may indicate a risk of fraud. It ought to have been aware and on the lookout for this sort of scam. So, I've considered whether NatWest did enough, at the time the payments were made by Mr M.

I do think the first payment Mr M made on 13 December 2025, was such that I don't think NatWest ought to have had any concerns. It is not unusual for one off larger payments to be paid for on a credit card. So, I don't think I can fairly say NatWest should have intervened at this point.

However, the position changed by the time of the second payment. By this time, I think NatWest ought reasonably to have identified that there was an increased risk of fraud. There had already been one high value payment to a new payee, followed by a further attempted transaction to the same merchant within a short space of time. I'm satisfied that this sequence was sufficient to warrant an intervention from NatWest. I think NatWest should have contacted Mr M and asked further questions about what the second payment was for, to assure itself that the payment was genuine and not fraudulent in nature.

I've therefore gone on to consider what NatWest did do when Mr M made his second payment on 13 December 2025. From what I have seen, NatWest put the second payment on hold, called Mr M, asked questions and then referred him to its specialist fraud team. The representative from this team then asked questions about the nature and purpose of the payment. It asked whether anyone had contacted him in connection with the transaction and explained that if the payment was processed and later turned out to be fraudulent, it might not be able to recover the funds.

In response to those questions, Mr M confirmed that he was making the payment himself and that no-one else had been in contact about it. He explained that the transaction was for Christmas presents. I recognise that he did this because he had been instructed to by the scammer not to disclose what was really happening, and that he believed he was assisting a genuine investigation. But I can also see he was giving NatWest a clear answer that he was making the payment for genuine reasons.

I've carefully considered whether NatWest should have gone further. For example, whether it should have asked more probing or differently framed questions. In this case, on balance, I'm persuaded that NatWest didn't treat Mr M unfairly here. I can see that its intervention addressed the risk it had identified. It asked questions directed at whether a third party was involved and whether Mr M was acting on someone else's instruction. Those were open questions capable of uncovering whether a third party was involved. It then accepted what Mr M told it about the reason for the transaction.

Mr M had been told by the scammers that he was assisting an FCA investigation and specifically instructed to tell his bank that the transactions were routine and to provide a plausible explanation. I can see that, when NatWest did question him, Mr M followed those instructions. I am not convinced that Mr M would have revealed anything about the scam that would have led to NatWest providing a more tailored warning, that could have led to a different outcome.

Taking all of that into account, I'm not persuaded that more probing questions from NatWest, would have led to a different outcome here. Any such intervention would still have depended on Mr M recognising or disclosing that he was being scammed. On balance, he wasn't doing so at the time and was actively maintaining the position he had been coached to adopt. I don't think on balance, that this would have changed. So, I don't uphold Mr M's

complaint for this reason. I don't think NatWest made any mistakes here. But even if I concluded it had done and ought to have done more, I don't think it would have made any difference to what happened. I think it unlikely Mr M would have revealed what was happening, based on what I have read.

I've also considered Mr M's point that other firms have refunded him in relation to the same scam. I acknowledge this point, but each firm's response will depend on its own circumstances. So those outcomes don't determine what is fair and reasonable here.

Finally, I have looked at what NatWest did to try and recover funds when Mr M reported the scam to it. I can see that it would have been unlikely that Mr M would have successfully been able to recover the funds through chargeback or section 75 of the Consumer Credit Act. This is because the merchants had provided the goods, so the rules in question here would have been met.

In conclusion, I'm very sorry for what Mr M has gone through here. He has been the victim of a particularly unpleasant scam that has had a significant impact on him. But it would only be fair of me to ask NatWest to refund Mr M his losses, if I thought it had made errors that led to those losses. Everything considered, I don't think I can fairly hold NatWest liable here, in all of the circumstances of Mr M's complaint. It follows that I won't be asking it to take any action to put things right.

My final decision

For the reasons I've explained, my final decision is that I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 May 2026.

Mark Richardson
Ombudsman