

## **The complaint**

Miss P complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest') declined to reimburse her when she fell victim to a scam.

## **What happened**

The circumstances of this complaint are well known to both parties, so I will not go into every detail of what happened here. But in summary, Miss P fell victim to a scam. She met someone online who I will call 'A'. She formed a relationship with A, and was persuaded to send him funds amounting to over £14,000. These were international payments.

Miss P explained that there were a variety of reasons she was persuaded to send A funds, including for travel, to help when he said he was being held in jail and help with A's son's medical expenses. Miss P became suspicious, and so she input a travel ticket he said he had bought with her funds into an AI app, which confirmed it was not a genuine ticket.

Miss P contacted NatWest and asked it to reimburse her losses. It declined to do so on the basis that the reimbursement rules did not apply to international payments, and it would not have been expected to intervene in the payments as they were not unusual or out of character for her account.

Miss P was unhappy, so she escalated her concerns to our service where one of our investigators looked into what happened. They did not recommend that her complaint should be upheld on the basis that they did not think that the payments were unusual or out of character for her account, so NatWest had not erred in failing to flag them.

Miss P remained dissatisfied, so the case has been passed to me to decide.

## **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'd like to start by saying that I was so sorry to read of the circumstances which brought Miss P to our service. It is clear from reading the evidence she has provided that this scam has had a profound impact on her.

In summary, the starting position at law is that a bank like NatWest is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the relevant regulations (in this case the Payment Services Regulations 2017) and the terms and conditions of the customer's account.

In this case, there is no dispute that Miss P authorised the payments, even though she was tricked into doing so by the scammers. So, the starting position is that NatWest is not liable for the transactions.

But I've also taken into account the law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time. In this case,

this does not include the Lending Standards Board Contingent Reimbursement Model ('CRM') Code because Miss P sent international payments, which are not covered by the Code. But based on the other relevant rules relating to authorised push payment scams, I think Barclays should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and preventing fraud and scams.
- Have had systems in place to look out for unusual and out of character transactions or other signs that might indicate that its customers were at risk of fraud (amongst other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which banks are generally more familiar with than the average customer.
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, before processing a payment, or in some cases declined to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.

So, I consider that as a matter of good practice, NatWest should have been on the lookout for unusual and out of character transactions and where necessary, taken proportionate interventions.

Taking these things into account, I need to decide whether NatWest acted fairly and reasonably in its dealings with Miss P.

*Should NatWest have recognised Miss P was at risk of fraud or financial harm?*

I have carefully considered the payments that Miss P made to A as part of the scam. Whilst the total amount sent was a large sum of money, and the individual payments were not for inconsequential sums of money, I cannot say that the payments were so unusual and out of character that I think NatWest were on notice that she was at risk of financial harm from fraud. I will explain why.

The payments Miss P made started in June 2024 and carried on until January 2026, so they were spread out over a long period of time. The largest individual payment was for just over £1,000, which in and of itself would not be so unusual or out of character for the account as to require intervention. The day of the largest payment was the only day where more than one payment was sent to A – but the total amount sent that day was just over £1,500, which again would not be enough to require intervention. This is added to by the fact that by this point, she had been paying A for over a year, so they were considered a known and trusted payee at this point.

There was no pattern of multiple payments in one day, or escalating payment amounts, or other patterns of spending that would be indicative of fraud and require intervention. And whilst the payments were international, they were not the first international payment Miss P had sent. So, there was nothing in the type or pattern of payments which ought to have led NatWest to recognise Miss P was at risk of financial harm from fraud.

Miss P did not speak to NatWest during the payments which she made, so there was nothing else I can see that ought to have put it on notice that she was at risk of financial harm from fraud.

*Did NatWest do all they could to attempt to recover the funds?*

I have also considered whether NatWest acted reasonably in its efforts to attempt to recover the funds Miss P sent to A, after she made it aware that she was the victim of a

scam. Having done so, I am satisfied that NatWest did what I would expect of it, despite being unable to recover any of her funds. Unfortunately, as the payments were international, the receiving bank was not subject to the same regulations as UK banks and so it was able to decline to release any funds back to Miss P. This is not the fault of NatWest.

I have seen no evidence that NatWest made any errors in this case, and so I will not be instructing it to reimburse Miss P's losses, nor to compensate her. I know this will be difficult news for Miss P – but ultimately it was the scammer to blame here, not NatWest.

**My final decision**

I do not uphold this complaint and require NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY to do nothing further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 28 May 2026.

Katherine Jones  
**Ombudsman**