

The complaint

Mr G is unhappy about the actions of National Westminster Bank Plc (“NatWest”) after he was the victim of a scam.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, in April 2024 Mr G was tricked into making two payments totalling £200 from his NatWest account which he lost as a result of a scam.

Mr G got in touch with NatWest. NatWest offered to refund Mr G half of his lost money, and to pay him an additional £100 for some customer service issues Mr G complained about. Mr G remained unhappy and referred his complaint about NatWest to us. NatWest subsequently offered to refund *all* of Mr G’s lost money (£200) and to increase the amount of compensation for services issues/distress and inconvenience from £100 to £150. Our Investigator explained why she thought this was a fair offer, but Mr G didn’t accept this, so the matter has been passed to me for 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.

I’m satisfied NatWest’s offer to put things right is fair and reasonable.

In April 2024 Mr G lost £200 from his NatWest account to a scam. Mr G lost this money because of fraudsters, and he wasn’t (and isn’t) automatically entitled to a refund of this money from NatWest, just because he was scammed by fraudsters. I agree with what our Investigator said about this – the circumstances of this case aren’t that NatWest reasonably ought to have prevented Mr G’s payments to this scam. Nonetheless, I can see that NatWest has now offered Mr G a full refund of the money he lost (£200) and previously, not unreasonably, NatWest had offered a partial refund.

I take on board Mr G’s complaint points about the customer services issues he says he experienced whilst reporting the scam to NatWest, not least, he has said, in unnecessarily being asked about traumatic details which he says has caused him serious distress. But I have to be reasonable here. Mr G has my natural sympathy but it’s clear that he was already having a really difficult time before he spoke to NatWest about things. I think that after Mr G was scammed, unfortunately, it was always likely there would be some level of inconvenience and distress experienced. I’ve listened to recordings of Mr G’s calls with NatWest. And whilst NatWest, in limited instances, might reasonably have been slightly *more* sensitive and supportive, NatWest was essentially asking Mr G entirely reasonable questions to better understand his personal circumstances including his vulnerability to the scam. I don’t think this was unreasonable. And I note that the vast majority of NatWest’s interactions With Mr G were extremely supportive.

I understand Mr G has provided information which suggests he's still experiencing a difficult time. And I'm sorry to hear this. But in all fairness, I don't think this can be reasonably blamed on NatWest, nor that NatWest has dealt with matters at all unfairly. It's now offered a refund of all the funds lost to the scam from his NatWest account (£200), plus a total of an additional £150 for distress and inconvenience and I think that's fair.

My final decision

For the reasons explained, I've decided that NatWest's offer to resolve things is a fair and reasonable resolution to this complaint, and that it wouldn't be fair for me to require it to do more than this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 30 September 2024.

Neil Bridge
Ombudsman