

The complaint

Mrs C complains about National Westminster Bank Public Limited Company (NatWest).

She says that a roofer has scammed her out of money and asks that NatWest refund her under the Lending Standards Boards Contingency Reimbursement Model Code (CRM code) of which NatWest is a signatory.

What happened

In May 2024, Mrs C says that she saw an advert on social media for a roofer. She contacted them for a quote and agreed to pay an initial deposit of £1,050. The job was then booked for mid-June 2024.

Prior to the job start date, Mrs C was then told that she would need to make further payments for materials and delivery, which she duly transferred to the roofer's account. In total, including the initial deposit, Mrs C transferred £5,204.

However, when the date the job was supposed to start arrived, the roofer did not attend Mrs C's property. Mrs C asked for a refund of her money, which the roofer initially said they would return – but this did not happen, and the roofer blocked her.

Mrs C then made a complaint to NatWest about what had happened, but it didn't uphold her complaint, so Mrs C brought the complaint to this Service.

Our Investigator looked into things, but also didn't think that Mrs C's complaint should be upheld. They explained that they thought that NatWest had correctly relied on an exception to reimbursement.

Mrs C asked for an Ombudsman to make a final decision on her complaint, so it has been passed to me.

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.

Having done so, I've decided not to uphold this complaint. I know this will be disappointing for Mrs C, so I'll explain why.

It isn't in dispute here that Mrs C has been the victim of a scam – and I am very sorry to hear of the situation she now finds herself in. However, even when a scam has occurred, it doesn't necessarily mean that a bank needs to refund the money that has been lost. It is also important to remember that it isn't NatWest that has caused the loss, but the scammer.

Mrs C authorised the payments in dispute here. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that she's liable for the transaction. But Mrs C says that he has been the victim of an authorised push payment (APP) scam.

NatWest is a signatory of the Lending Standards Board Contingent Reimbursement Model Code (the CRM code) which requires firms to reimburse customers who have been the victims of Authorised Push Payment (APP) scams like the one Mrs C fell victim to, in all but a limited number of circumstances.

The CRM code was in effect from May 2019 until early October 2024, after which it was replaced by a new set of rules applicable to APP scams. The replacement rules that were then put into place are not retrospective.

A customer who has fallen victim to a scam should, under the CRM Code, be refunded in full in most circumstances. But the Code does set out exceptions to reimbursement which a business can choose to rely on, if it can evidence that they apply.

As NatWest has relied on an exception to the code, my role is to establish if it has fairly applied this exception to Mrs C's complaint.

The exception NatWest has chosen to apply is as follows

- Mrs C made the payments without a reasonable basis for belief that they were for genuine goods/services; and/or the supposed investment was legitimate.

Firstly, looking at the payments Mrs C made from her account, I don't think that NatWest should have had concerns that Mrs C was at risk of financial harm. None of the payments were individually large enough to have been suspicious, and while banks are expected to look out for unusual or suspicious payments, they can't be involved in every transaction. And having reviewed all of the information available to me, I think that NatWest has fairly applied the exception to reimbursement as set out above.

This is because I am afraid that I don't think Mrs C did enough to check that she was paying a legitimate builder, and I am not persuaded that Mrs C had a reasonable basis for belief that she was paying for a genuine service.

I say this because Mrs C made contact with the roofer over social media – and while she sent pictures of the work that she wanted done, Mrs C didn't make any arrangements for the roofer to attend her property for an accurate quote.

I can also see that the roofer was based around 300 miles from Mrs C's address – Mrs C says that she assumed the roofer was based near her address as they were advertising on a local social media page. But I don't find that this is reasonable – and I think that Mrs C should have verified where the roofer was based and obtained an address from them before agreeing to part with her money. Mrs C also says that she asked the roofer which areas they cover and was told this was nationwide – but I can't see this in the messages she sent to him - and in any event, Mrs C confirmed that this was after the roofer didn't attend her property and her husband investigated.

Mrs C also obtained a quote for works from a locally based company, which was nearly double the amount initially quoted by the scammer (although eventually Mrs C ended up paying out more than this after costs escalated). I think that Mrs C should have considered that the price she was quoted by the scammer may have been suspiciously cheap in comparison.

After receipt of the deposit, the scammer then began to make up further reasons for payment – meaning that rather than just paying the initial amount requested to secure the date for works to commence, Mrs C had paid over the original quote without before the roofer ever attended the property. Looking at the messages between Mrs C and the

scammer, I can see that she questioned the need to pay this on numerous occasions and was clearly having doubts as to the reasons provided for the payments – however Mrs C continued to comply with the requests, and I do not think it was reasonable to do so. The reasons for further payments were flimsy, and I think that Mrs C could have recognised that there were red flags in what the roofer was saying to her.

Finally, I am satisfied that NatWest took the steps required to try and recover Mrs C's money once it was made aware of the scam in a timely manner, but unfortunately no funds remained in the scammers account.

I am very sorry for what has happened here – and I know the loss caused to Mrs C is significant to her. But I am unable to uphold this complaint as I am satisfied that NatWest has fairly applied an exception to reimbursement.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 27 November 2025.

Claire Pugh
Ombudsman