

## **The complaint**

Mrs S complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") did not reimburse the funds she says she lost to a scam.

## **What happened**

Mrs S contacted a third party to help her source a new park home, as hers needed to be replaced with a new base to be built for the replacement home. The third-party acted as a middleman between her and an individual I will refer to as 'JP'. Mrs S says that JP was hired to dismantle her old home and take it away and construct a new base. She transferred the following payments from her NatWest account:

- 17/01/2024 £3,000 to JP,
- 01/02/2024 £3,600 to JP,
- 02/02/2024 £5,000 to the third party.

Mrs S says that JP came and dismantled the old park home and took it away, but he did not then return to build the base. He was also meant to sell her old park home and pay her £10,000 for it. She says that while her home did appear for sale on JP's website, she did not receive any payment for it, and she feels that JP stole her home on purpose.

Mrs S raised a scam claim with NatWest in April 2024, and they issued a final response letter in June 2024. This set out that the company Mrs S paid appeared to be legitimate, so they felt it was reasonable that the payments did not trigger on their fraud detection system. So, they did not agree to reimburse Mrs S.

The complaint was referred to our service and our Investigator looked into it. They did not think they had enough information to say a scam had taken place. The brief breakdown they had seen of an invoice showed a cost of £31,500 for the base of the home, but this didn't give a further breakdown of what that cost entailed and how much of that was meant to go to JP. With no agreement or contract showing what JP was being paid to do, the Investigator did not think they could say JP set out with the intention to deceive Mrs S.

Mrs S disagreed with the outcome and provided some screenshots of her conversation with the third party and some pictures of the home being dismantled by JP.

As an informal agreement could not be reached, the complaint has been passed to me for 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.

It isn't in dispute that Mrs S authorised the payments totalling £11,600. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that she's liable for the transactions. But she says that she has been the victim of an authorised push

payment (APP) scam.

NatWest has signed up to the voluntary Lending Standards Board's Contingent Reimbursement Model ("CRM") Code, which provides additional protection to scam victims. Under the CRM Code, the starting principle is that a firm should reimburse a customer who is the victim of an APP scam (except in limited circumstances). But the CRM Code only applies if the definition of an APP scam, as set out in it, is met. I have set this definition out below:

*...a transfer of funds executed across Faster Payments...where:*

*(i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or*

*(ii) The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent.*

The CRM Code is also explicit that it doesn't apply to private civil disputes. The wording in the code is as follows:

*"This Code does not apply to:*

*b) private civil disputes, such as where a Customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the Customer is otherwise dissatisfied with the supplier."*

I've therefore considered whether the payments Mrs S made to JP and the third party fall under the scope of an APP scam as set out above. Having done so, I don't agree that they do. I'll explain why in more detail.

In order to determine if Mrs S has been the victim of a scam, I have to consider if JP took her funds with the intention of defrauding her or if this was a private civil dispute. I've carefully reviewed the evidence that has been provided, which consists of screenshots of messages between herself and the third party, as well as photos of her home being dismantled by JP and an advert online of what appears to be the same home as hers.

The screenshots of the conversation between Mrs S and the third party who acted as a middleman for Mrs S and JP, set out that it would cost £31,500 for the base of the home. But there was no further breakdown of what the £6,600 that was paid directly to JP was for specifically. I have to consider that it is possible the money was for the service provided; the dismantling of the home. The screenshots also suggest JP dropped off around £900 worth of cement and sand to the property.

Following the Investigator's view, a family member of Mrs S spoke to the Investigator and said they had stopped further payments to JP as they were unhappy with the work he had done. With this in mind, as I can see JP did provide a service, but it appears there was a breakdown in the relationship between the two parties, I think it is more likely this falls into the category of a civil dispute. I can see JP still has an active website that appears to be professional, and I can find no negative reviews indicating he is acting fraudulently. So, I think it is more likely Mrs S paid a legitimate supplier for services which have largely been received, but she is otherwise dissatisfied with JP.

Mrs S also paid £5,000 to the third party for transportation of the previous home, of which he sent £4,000 to JP. I can see in the breakdown of the pricing that she was quoted £5,000 for transportation, so this tallies up. The screenshots of the messages between Mrs S and the

third party suggest there was an issue with the transportation, however Mrs S has also confirmed the previous home was taken away as expected. So again, it appears the service paid for has been provided.

Mrs S has said the intention was for her previous home to be sold and for £10,000 to then be taken away from the final overall cost. But she has said JP stole her home and sold it on his website. I have been provided with a screenshot of what appears to be photos of Mrs S' home for sale, however the name of the seller does not match that of JP's. In addition to this, the date of the advert is December 2023, which pre-dates the initial payment made to JP by over three weeks. It therefore doesn't make sense that this advert was made by JP following him taking away Mrs S's home.

As mentioned previously, there is no indication of what the agreement was between Mrs S and JP, including who would carry out the sale of the old home. And with no confirmation of who ended up with possession of the old home, it is difficult to agree that Mrs S has been the victim of an APP scam in the circumstances.

### **My final decision**

I do not uphold Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 12 June 2025.

Rebecca Norris  
**Ombudsman**