

The complaint

Miss K complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) won't refund the money she says she lost to a scam.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of what happened here.

Miss K engaged the services of a roofer – which I'll call Mr W – to do some work at her home. Miss K agreed to a quote of £2,800 and Mr W began working on her roof on 2 January 2024. As the work progressed Mr W told Miss K that her roof was more damaged than he had originally realised and so would need more extensive work. Mr W asked Miss K to make payments so the work could continue. So, Miss K made three payments of £1,000 each to an account she was told belonged to someone associated with Mr W's roofing company.

Mr W then told Miss K that the total cost of the job had now risen to £5,250. Given this large increase in the cost, Miss K asked for invoices and details of what exactly she was paying for, but Mr W said he would not send this until after the job had been completed. Miss K was unhappy with this, and Mr W did no further work on the roof.

Miss K had great difficulty making further contact with Mr W, but did ultimately start court proceedings, and in September 2024 a CCJ was issued against Mr W as he had not responded to the claim from Miss K or engaged with the court process. Unfortunately, Miss K has been unable to secure payment from Mr W following the court judgement.

As Miss K feels that Mr W has intentionally scammed her, she contacted NatWest to raise a scam claim. NatWest has said it feels this issue is a civil dispute between Miss K and Mr W, so it has declined to refund her loss.

Unhappy with NatWest's response, Miss K brought her complaint to this service and one of our investigators looked into things. They agreed with NatWest that this was most likely a civil dispute, and so NatWest was not liable to refund Miss K's loss.

Miss K remained unhappy. She maintains that much of the information available about Mr W suggests he was not operating legitimately. So, as the case could not be resolved informally, it's 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.

Having done so and having thought very carefully about NatWest's actions, I agree with our Investigator that this is most likely a civil dispute, and so I won't be asking NatWest to refund any of Miss K's loss. I do appreciate how disappointing this will be for Miss K but, whilst I'm

sorry to hear of what's happened to her, I don't think I can fairly hold NatWest liable for her loss.

This is because not all cases where individuals have lost sums of money are in fact fraudulent and/or a scam. So, whilst I can quite understand why Miss K feels that she has been scammed, there is a high legal threshold or burden of proof for fraud and there are a number of potential reasons (other than a scam) for the breakdown in a relationship between two parties and for a dispute to exist.

When considering what is fair and reasonable in this case, I've thought about the Contingent Reimbursement Model Code (the CRM Code) which NatWest has signed up to and which was in force at the time Miss K made these payments.

Under the CRM Code, the starting principle is that a firm should reimburse a customer who is the victim of an APP scam. So, I've thought about whether the CRM code applies in the circumstances of this complaint, and whether NatWest therefore ought to reimburse Miss K under the provisions of the CRM Code.

The CRM Code is quite explicit that it doesn't apply to all push payments. It says:

"DS2(2) 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."

And it defines an APP scam as:

...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.

NatWest is of the opinion that Miss K's circumstances fall under the definition of a private civil dispute, rather than an APP scam, and I agree that this is most likely the case here. I'm not persuaded that I can safely say with any certainty, based on what I know and what the evidence shows, that Mr W set out with an intent to defraud Miss K from the outset. It seems more likely to me that this is a dispute about a roofer failing to complete the work agreed to the required standard.

I understand that the work Miss K engaged Mr W to do was not finished, and that the work that was carried out was to a poor standard or not what was agreed, but whilst this would clearly be unacceptable to Miss K, this doesn't mean that her circumstances meet the high legal threshold for this to be a scam where I would need to be satisfied that it was Mr W's intention to deceive from the start.

I do acknowledge that there are various issues that Miss K has brought to our attention which suggest that Mr W was not acting professionally. For example, Miss K has said that Mr W was claiming to be a member of a professional body when that was not the case, that he claimed to have worked for English Heritage when that is unlikely to be true, that Mr W has failed to provide any evidence of funds being used to purchase materials, and that Mr W appears to have taken photos of undamaged sections of her roof and claimed it was work he

had done. I also note Miss K's comments about it being very difficult to find any contact details for Mr W or his colleagues, and that she believes he has repeatedly changed the name he goes by on social media. But while this evidence certainly could be an indication that Mr W was not acting professionally, I don't feel it is enough to say that Mr W was acting fraudulently or set out with the intent to defraud Miss K.

I say this because, while there is clearly a dispute about the quality and amount of work done, Mr W did evidently do work on Miss K's roof over several days, and engaged with her in quite some detail about what he was doing and why. This does not to me feel like the usual actions of a scammer. And we have seen details regarding the account that Miss K paid which show that no other scam reports were made about that account, and that it did appear to show transactions which were in line with the construction industry, as one might expect from a roofer.

I acknowledge that Miss K's roof was not fully fixed, and that she in fact says that Mr W actively damaged it further, but there are many reasons, other than fraud, why a legitimate contractor may do substandard work. A business may act unprofessionally but still be carrying out legitimate business, and this service isn't in a position to forensically analyse Mr W's actions here; we must consider the evidence that is before us. And, in doing so, I've not seen persuasive evidence that Mr W set out to defraud Miss K.

I also acknowledge that the court found against Mr W, but that judgement was made in his absence, so we can't know what (if any) defence he might have put forward if he had engaged with the court service. And while I can understand why Miss K feels that his failure to engage with the court is further proof that he was not acting legitimately, I don't think I can safely say that is the case, based on the limited information we have about Mr W.

I know this will be a huge disappointment to Miss K. I appreciate how strongly she feels about this case, and that the work she paid for was not completed to her satisfaction. And some of the information she has sent us does suggest that Mr W wasn't acting professionally, but that does not mean that this was a scam, rather than a case of poor and unprofessional workmanship.

I sympathise with the position Miss K is in, and I'm in no way saying that she doesn't have a legitimate grievance against Mr W, nor do I wish to discount the significant impact all this has had on her. But, for the reasons I've explained above, I do not consider that the payments in dispute here are covered under the CRM Code, or that it would be fair to hold NatWest responsible for the money Miss K has lost.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 13 November 2025.

Sophie Mitchell
Ombudsman