

The complaint

Mrs G complains that Nationwide Building Society won't refund the money she lost when she was the victim of what she feels was a scam.

What happened

In early 2025, Mrs G was looking for someone to provide her with injections to help with a medical condition she had. She posted a message on a social media website and was contacted by someone who said they were a trained aesthetician and could provide the injections she wanted. And Mrs G then made a number of payments from her Nationwide account to the aesthetician to pay for the injections, as set out below:

Date	Amount
8 January 2025	£400
21 January 2025	£500
29 January 2025	£1,100
29 March 2025	£450
29 March 2025	£450
1 April 2025	£200

Unfortunately, the injections didn't have the effect Mrs G was hoping for. And when she asked the aesthetician for details of the treatment she had been given, their relationship broke down and the aesthetician stopped responding to her. Mrs G then also did further research and suspected the injections she had been given were carried out incorrectly and the aesthetician wasn't qualified to provide them. So she reported the payments she had made to Nationwide as a scam.

Nationwide investigated but said this appeared to be a civil dispute between Mrs G and the aesthetician, rather than a scam. So it didn't agree to refund the payments she had made. Mrs G wasn't satisfied with Nationwide's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They thought Nationwide had acted reasonably in treating this as a civil dispute, and so didn't think it should be required to refund the payments Mrs G had made. Mrs G disagreed with our investigator, so the complaint 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.

In broad terms, the starting position in law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. However, where the customer made the payment as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for the bank to reimburse the customer even though they authorised the payment.

The Payment Systems Regulator introduced the APP Scam Reimbursement (“ASR”) rules on 7 October 2024 to reimburse consumers who are the victims of APP scams in certain circumstances. However, the rules only apply where the customer has been the victim of an APP scam, which the rules define as:

“Where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from the Consumer’s Relevant account to a Relevant account not controlled by the Consumer, where:

- *The recipient is not who the Consumer intended to pay, or*
- *The payment is not for the purpose the Consumer intended”*

The rules also specifically outline that private civil disputes are not covered. And a private civil dispute is defined in the rules as:

“a dispute between a Consumer and payee which is a private matter between them for resolution in the civil courts, rather than involving criminal fraud or dishonesty.”

In its published policy statement PS23/3, the Payment Systems Regulator gave further guidance:

“Civil disputes do not meet our definition of an APP fraud as the customer has not been deceived [...] The law protects consumer rights when purchasing goods and services, including through the Consumer Rights Act.”

It also provided an example of a civil dispute:

“...such as where a customer has paid a legitimate supplier for goods or services but has not received them, they are defective in some way, or the customer is otherwise dissatisfied with the supplier.”

So in order to determine whether Mrs G has been the victim of a scam as defined in the ASR rules, I need to consider whether the payments were made for the purpose she intended and then, if they weren’t, whether this was the result of fraud or dishonesty on the part of the aesthetician.

I’ve thought very carefully about this, and I think it’s a finely balanced matter in this case. But where the evidence available is unclear or inconclusive, I must make my decision on what I think is more likely to have happened, based on the evidence I do have.

I’m satisfied Mrs G made the payments here for the purpose of paying for injections to be provided. But I’m not persuaded I can safely conclude that the purpose the aesthetician intended for the payments was different to this, or that Mrs G’s and the aesthetician’s purposes for the payments weren’t the same.

Mrs G has said that the aesthetician came to her house and provided injections to her on a number of occasions. So, on the face of it, the aesthetician provided the service they were being paid for and so it appears their intention for the payments was the same as Mrs G’s – to provide the injections.

I appreciate Mrs G says the injections she received from the aesthetician weren’t as effective or successful as injections she received both before and afterwards from medical professionals. But treatments can be more or less effective for a number of reasons that

don't necessarily mean the person carrying them out was operating a scam. So I don't think this is enough to say the aesthetician here was operating a scam.

Mrs G has also suggested the injections she received from the aesthetician were watered down or using a fake product. But I've not seen any evidence that this was the case, other than what Mrs G has said, so I don't think there is sufficient evidence to say that this was the case.

And while some of the actions of the aesthetician Mrs G has mentioned, such as failing to provide detailed records of the treatment or details of their qualifications or registration, might suggest they weren't acting as I might expect a medical professional to do, acting unprofessionally is not the same as intending to operate a scam.

Mrs G has also made a number of other claims about the injections she received from the aesthetician, including that the dose she was told she was given was over the legal limit and would have had to be prescribed by a medical professional rather than the aesthetician themselves. But, even if this is the case, I don't think it suggests the aesthetician didn't intend to carry out the injections the payments were for. And I think these claims more closely resemble a complaint that the service provided was defective or dissatisfaction with a service provided which, as I set out above, are specifically excluded from the ASR rules.

The bank the payments were sent to has also told us it hasn't received any other scam reports against the account. And I've seen evidence relating to the account the payments were made to, and while I can't share any details of this evidence, I don't think it suggests the account was being used to operate a scam.

So I'm not persuaded the available evidence is sufficient to safely conclude that the purpose the aesthetician intended for these payments was different than the purpose Mrs G intended, or that the payments weren't made for the purpose Mrs G intended. I think it's likely both Mrs G's and the aesthetician's intended purpose for the payments was the same – to pay for the injections to be provided.

And so I think Nationwide has acted reasonably in saying the circumstances here don't meet the definition of a scam from the ASR rules, and in not agreeing to refund the payments Mrs G has complained about.

I also don't think there are any other grounds on which it would be fair and reasonable to require Nationwide to refund the payments Mrs G made here.

I sympathise with the position Mrs G has found herself in. I recognise she has significant concerns about the injections she was provided with and will find it difficult to pursue the aesthetician directly. I'm also in no way saying she did anything wrong or that she doesn't have a legitimate grievance against the aesthetician. But I can only look at Nationwide's responsibilities and, for the reasons I've explained above, I don't think it would be fair to require Nationwide to refund the payments she made here.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 27 February 2026.

Alan Millward

Ombudsman