

The complaint

Miss D complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) hasn't refunded her after she reported falling victim to a scam.

What happened

Both parties are familiar with the background to this complaint and so I'll only summarise the key details here.

Miss D made a payment of £2,975 to a business, which I'll refer to as L, in January 2023. L was to publish a book which Miss D had authored, and this was expected to take place within twelve months. But whilst Miss D submitted her manuscript to L, she received very little in the way of updates. And what she did receive was of little substance.

The proposed twelve months passed, and Miss D's book remained unpublished. And, to date, she's seen no evidence of L carrying out any work on her book. She tried to complain to L but this led nowhere. She only ever received poor excuses for a lack of progress and responses that gave no real detail.

Miss D came to the view that L had scammed her and had never intended to publish her book. She reported this to NatWest, asking that it reimburse her loss. NatWest considered her claim but said it didn't feel she'd been scammed. Instead, it said she had a civil dispute with a genuine business where it had failed to deliver on its contractual obligations.

Miss D was unhappy with NatWest's response and so she brought her complaint to this service. One of our investigator's considered the complaint and found NatWest had acted fairly and reasonably in reaching the conclusion it had. He too believed Miss D had a civil dispute with L, and that there was insufficient evidence to show she'd fallen victim to a scam.

Miss D asked that an ombudsman review her complaint, and so it's 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.

I'm sorry to disappoint Miss D, but having reviewed the available evidence, I'm reaching the same outcome as our investigator and for broadly the same reasons.

There's no doubt that Miss D has lost money here. It's clear to me that she has been treated very poorly by L, and that it has failed to do what was promised. I imagine this is particularly upsetting for Miss D given the loss is linked to the publishing of her book, which she must have a very personal and poignant connection to.

Whilst I can see wrongdoing on the part of L, I can't say there is clear evidence of it having scammed Miss D. Which is why I'm unable to uphold her complaint. I will go on to explain my reasoning, but my decision focuses on what I consider to be the key details. I mention this as I'm conscious Miss D has submitted a lot of evidence and information in support of her complaint. Whilst I have considered her submissions, I won't be commenting on everything, instead focusing on the details I consider to be most relevant to the outcome.

The principal means by which Miss D might be reimbursed by NatWest is through the Contingent Reimbursement Model (CRM) Code. This was in place at the time Miss D made her payment and NatWest was a signatory to it.

The Code was put in place to see the victims of scams reimbursed in most circumstances. But it doesn't apply to all payments made from a consumer's accounts. Importantly, the payments must meet the Code's definition of an APP scam. The sections of the Code important to Miss D's complaint are:

Under DS1(2)(a) of the CRM Code, an APP scam is defined as:

“(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.”

And DS2(2)(b) of the CRM Code says it doesn't apply to:

“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”

It's NatWest's position that the protections of the Code don't apply here, as there wasn't a fraudulent purpose behind the payment and that Miss D has paid a legitimate supplier but not received the goods and services she was meant to. And this is a position I find to be fair and reasonable in the circumstances.

In reaching this conclusion, I have to consider the available evidence and form a view as to what L's intentions were when it accepted Miss D's payment. That is, did it intend to publish her book as promised? Or did it always intend on stealing her money, with the offer of publishing the book a falsehood.

When making these decisions, it's rare the Financial Ombudsman Service will have all the evidence and information we might wish for. For instance, we have no way of obtaining L's internal records or communications, or to compel the parties connected to L (such as its directors) to provide testimony or evidence. It's then necessary for me to reach an outcome on the balance of probabilities. That is to say what I consider to be more likely than not to have happened given the circumstances and the evidence to hand.

It's important I set out the test used here so that the approach is clearly understood. But, also, Miss D has highlighted that there is a lack of evidence of her book ever being worked on. L said it had undertaken a good deal of the editing work, but Miss D never received any evidence of this. But it's also the case I've seen no evidence to show L didn't carry out any work on the book. It's not possible to evidence this point one way or the other.

I can see that L had been established for several years when Miss D came across it, with it having been incorporated in 2013. And it's also clear L did publish books in 2022, and to a lesser extent – in that the number of books published was lower – in 2023 and 2024. So I can see that L was carrying out the activity and providing the services it claimed to and contracted for.

This service has also been able to obtain account statements for L. We can't share this evidence with Miss D as it is held in confidence. But I can share some of the broad insights that are revealed by the statements. Those insights include payments being received from retailers, with funds then being passed on to authors – in the form of royalties – for whom L had published books. There are other payments made by L which are tied to the organising and hosting of book events. So there is transactional evidence of L providing the services it was meant to, albeit not for Miss D specifically.

I can see there are signs from the statements that L was not being run professionally. There is significant expenditure which appears to be for personal use. It's also clear that L received

payments from far more authors than it ever published books for. Clearly Miss D isn't the only person to have suffered a loss as a result of L's actions. But there's not enough here for me to conclude L took Miss D's money with no intention of ever providing the services it was contracted for. It's not for me to determine exactly why L failed to deliver for Miss D. There could be any number of reasons from taking on too much work to financial mismanagement. This service is aware L claimed to have suffered a substantial theft, carried out by an employee through 2023 and 2024. If that is true (and L has presented some evidence to some of its other clients that it is, in the form of police reports and a suspect freezing order) that would understandably have had a significant impact on its operations and its ability to honour contracts.

The evidence provided by Miss D in support of her claim includes a detailed online article about L, and the findings of a national television programme. It can't be denied the content of each paints a troubling picture of L's business practices.

The online article highlights that many individuals paid L without their books being published, and others who did see their books published but have not received royalties. Customers have reported lengthy publication delays, poor communication, and even threats of legal action when they raised concerns, all of which echo Miss D's own experience of L. The contracts between L and its clients appear to have evolved in ways that protect its own interests, sometimes at the expense of its customers. These are serious issues, and I do not underestimate the impact they have had on Miss D and others in similar situations.

However, it is important to be clear about the limits of the evidence available. While the article and television programme are critical of L, they don't clearly demonstrate an intent of L to defraud either Miss D or clients in general from the outset. The television programme does not go as far to call out L as a scam, focusing more on unfair contract terms than on outright fraud, and while it called for refunds to affected customers, it did not state that L acted with fraudulent intent.

I also note that one of the company's directors attempted to conceal their identity, which understandably raises concerns. However, the information available suggests this may have been motivated by a desire to distance themselves from a past unrelated conviction, rather than to facilitate fraud. I appreciate how this, combined with Miss D's experience, could lead to negative inferences, but it does not provide conclusive evidence of intent to defraud.

Across all the information I have reviewed, it is clear that L engaged in sharp and questionable business practices. These include potentially using fake reviews, making it difficult for customers to withdraw from contracts or to lodge legitimate complaints, and responding aggressively to criticism. Yet, I am not persuaded that this is sufficient to conclude that L never intended to publish Miss D's book, especially given that books were published for other authors both before and after Miss D's payment.

I am also aware that L has been the subject of a criminal investigation, with a court case due to take place in the future. But this service hasn't been presented with any detail as to the charges that are being brought. And so there's little inference that I can draw. In time, the details of the case will emerge. And at such a time it's possible those details could mean that a different outcome might be reached. Miss D can ask NatWest to reconsider her complaint in light of new material evidence, which the outcome of that trial would likely present.

I understand that some individuals in similar circumstances have received refunds from their banks. But I can't comment on the outcome of other claims or the reasons why a firm may have chosen to reimburse. My role is to consider the specific circumstances of Miss D's complaint and to determine whether NatWest acted fairly in declining reimbursement. In this case, NatWest considered the matter to be a civil dispute, not covered by the CRM Code, and I must assess whether that decision was reasonable.

I am truly sorry for the distress and financial loss Miss D has suffered. While I am sympathetic to her situation and critical of L's conduct, I must base my decision on the evidence available and the scope of my role. I hope this explanation helps Miss D understand how I have reached my conclusion, even if it is not the outcome she hoped for.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 9 January 2026.

Ben Murray
Ombudsman