

## **The complaint**

Miss A complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (“NatWest”) won’t refund her money, which she believes she has lost to a scam.

## **What happened**

The background to this complaint is well known to all parties, so I won’t repeat it all in detail here. But in summary, I understand it to be as follows.

In or around February 2025, Miss A was looking to purchase some gold as an investment, through a jeweller, who I’ll refer to as “A”, from whom she’d successfully purchased items before. A family member attended A’s shop to arrange the purchase, with Miss A having video calls with the family member while they were in the shop.

Between 19 and 20 February 2025, Miss A made two payments to A totalling £23,508, from the account that she holds with NatWest, to purchase gold bars. A further payment was made, for £225 on 4 March 2025. However, since making the payments Miss A hasn’t received the items she purchased. Family members have visited A’s shop again, but it is closed. Leading Miss A to believe that she has been scammed.

Miss A raised the matter with NatWest, but it did not consider it was liable for Miss A’s loss. In summary, this was because it thought what had happened was a civil matter. NatWest did recognise the service it provided Miss A could have been better, in recognition of this it apologised and credited her account with £50 by way of compensation.

Unhappy with NatWest’s response, Miss A brought her complaint to this service. One of our Investigators looked into things. But they agreed with NatWest that this was most likely a civil dispute, and so Miss A was not entitled to a refund of the payments she had made. Our Investigator added that she thought the compensation NatWest had paid was fair.

Miss A didn’t agree with our Investigator’s view. As agreement couldn’t 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.

Having done so and having thought very carefully about NatWest’s actions, I agree with the findings set out by our Investigator. I do appreciate how disappointing this will be for Miss A but, whilst I’m sorry to hear of what’s happened, I don’t think I can fairly hold NatWest liable for her loss.

When considering what is fair and reasonable in this case, I’ve thought about the relevant rules that were in place at the time these disputed payments were made. In response to our Investigator’s view, Miss A has mentioned the Contingent Reimbursement Model (CRM

Code), however this was no longer in place at the time Miss A made her payments, so it is not a consideration here.

But from 7 October 2024, Payment Services Providers in the UK, like NatWest, have been bound by the Faster Payments Scheme (FPS) and the CHAPS reimbursement rules (“reimbursement rules”). Under these rules, most victims of Authorised Push Payment (APP) scams should be reimbursed – but “private civil disputes” are not covered.

I’ve therefore considered whether what has happened between Miss A and A meets the reimbursement rules’ definition of an APP scam or could more reasonably be classed as a civil dispute. The rules define an APP Scam 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”*

By contrast, a private civil dispute is defined 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”*.

So, in order to consider what has happened here as an APP scam, I would need to be satisfied that it involves criminal deception. The evidence for this would therefore need to be convincing.

Miss A paid A, and I’ve seen nothing to suggest that this was not who she intended to pay. So, Miss A cannot be said to have paid a recipient she did not intend to pay, as per the definition above.

Miss A’s purpose for the payment was to purchase gold, and while I appreciate that the items she paid for were not received, the evidence I’ve seen suggests that A was more likely than not a legitimate business, which intended to provide the service Miss A had paid for.

I say that as, at the time the payments were made, A was registered on Companies House and appears to have been a going concern and seems to have been for some time prior to Miss A’s payments, with evidence of it filing accounts. I’m also mindful that Miss A, and she’s said other family members, had used A before and successfully received what they paid for.

Alongside this, I’ve seen A’s bank statements. Whilst I can’t go into specific detail about what those statements show, I can confirm that there is activity on the account which is consistent with what you would expect from a jeweller – with gold being purchased. Which supports that A didn’t have a different intention for the money it received.

Furthermore, I’m conscious A did have premises, and it appears they were operating as a genuine jewellery shop, which Miss A has confirmed her family members had visited and held video calls from. All of this makes it appear likely the company was providing legitimate services, at least at one point.

I acknowledge that Miss A did not ultimately receive what she had paid for, but there are many reasons, other than fraud, why a legitimate business may fail to meet its commitments. A business may act unprofessionally but still be carrying out legitimate business, or it may get into financial or personal difficulties that mean it is unable to meet its obligations to

customers. And this service isn't in a position to forensically analyse A's actions here; we must consider the evidence that is before us.

Having done so, I've not seen persuasive evidence that A set out to defraud Miss A. So, having thought very carefully about all that Miss A has said, and about the evidence provided by all parties to this complaint, I'm not persuaded that I can safely say with any certainty, based on what I know and what the evidence shows, that A set out with an intent to defraud Miss A, or did not intend to fulfil the purpose it agreed with Miss A for the transactions.

Finally, I'm mindful that NatWest found it could have dealt with Miss A's claim in a better way and in recognition of this it apologised and paid £50 compensation into her account. The £50 it offered Miss A is an amount in line with what I would have awarded. So, I don't think it would be fair for me to order it to increase this amount.

I know this will be a huge disappointment to Miss A, and I appreciate how strongly she feels about this case. But for the reasons I've explained above, I do not consider that it was unreasonable for NatWest to decline Miss A's claim under the relevant reimbursement rules.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 5 March 2026.

Stephen Wise  
**Ombudsman**