

The complaint

Mrs P is unhappy that Nationwide Building Society (“Nationwide”) won’t refund the money she paid for tickets that she now considers to be a scam.

What happened

I’m not going to cover all the points raised in detail. The view of 16 February 2026 covered the details of Mrs P’s testimony. But briefly in October 2024, Mrs P was introduced to an individual (I will refer to as L in this decision) who sold event tickets. At the time of the payments, L appeared to be working for an organisation I will refer to as W. Between 22 October 2024 and 21 February 2025 Mrs P transferred four payments totalling £3,160 to L for concert and event tickets.

Date	Payment	Event Date
22 October 2024	£980	3 August 2025
30 October 2024	£700	23 August 2025
13 December 2024	£400	18 February 2025
21 February 2025	£1,080	23 August 2025

Greyed out payment not in dispute as tickets received for the event.

Mrs P received tickets for one purchase, but the remaining three purchases were for two events in August 2025, and Mrs P never received the tickets. The seller originally made contact in July 2025 to explain she could not get tickets for 3 August 2025 as previously agreed but she explained that she would try and organise tickets for an alternative date in September. However, at the end of July 2023/beginning of August 2025, Mrs P discovered L had tragically committed suicide. Mrs P tried to contact W without success and has no way of contacting the estate of the late L.

Mrs P started to hear about others who have bought theatre tickets through L and not received them. So, she complained to Nationwide that she’d been the victim of a scam. Nationwide declined to refund Mrs P. It said this was a civil dispute.

Mrs P brought her complaint to this service. Our investigator did not uphold the complaint. She said the matter was a civil dispute which isn’t covered by the Faster Payment Scheme Reimbursement Rules (“Reimbursement Rules”).

Mrs P didn’t agree. In summary she said she did not receive what she paid for and is entitled to a full refund. L promised to provide tickets 14 days prior to the event and for the first ticket purchase this would have been before her death. So, she failed to deliver the goods that Mrs P had paid for.

As the complaint could not be resolved informally, it has 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, I've come to the same outcome as the investigator for broadly the same reasons.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulatory rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time. Where I can't know for certain what has happened, I need to weigh up the evidence available and make my decision on the balance of probabilities – in other words what I think is more likely than not to have happened in the circumstances.

I have read the detailed responses to the investigator's view and all the evidence on the file. If I don't mention a particular point or piece of evidence, that's not because I haven't taken it into account. It's just that I don't consider it necessary to reference it to explain my decision, which is focussed on what I consider to be the main and material issues on which this complaint turns.

I am very sorry to hear about what happened to Mrs P. Mrs P has paid a significant sum of money for tickets she never received. I understand Mrs P has strong views about what has happened but it's important to emphasise that I'm only considering whether Nationwide should be held responsible for what happened.

It's clear Mrs P feels strongly that L tricked her and took her payments without any intention of providing the tickets. I'm not deciding a dispute between Mrs P and L. I don't have any power to look into a complaint about L and how she acted. My role is limited to looking at whether Nationwide has treated Mrs P fairly. Specifically, on whether it has obligations that might mean I can tell Nationwide it needs to do more to help Mrs P. It's important to note that it isn't for Nationwide (or this Service) to investigate L or somehow prove that L wasn't operating legitimately.

I can't comment on other cases or what other banks have decided in similar cases. My role is to consider individual complaints, and I decide each case based on its own merits.

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 firms to reimburse the customer even though they authorised the payment.

Unfortunately, and unlike payments made by card or using credit, bank transfer payments give very little protection to consumers. For example, section 75 of the Consumer Credit Act covers situations where a product is faulty, doesn't arrive or wasn't as described and consumers aren't able to resolve this with the supplier. But the protections offered by section 75 of the Consumer Credit Act simply don't apply here — Mrs P's payments were Faster Payments transferred from her account with Nationwide.

Nationwide did not contract with Mrs P for the tickets, so I can't hold it responsible for any breach of contract or other failings on L's part.

The payments were made after 7 October 2024 when the Reimbursement Rules came into force. The Reimbursement Rules set out the requirements for a payment to be covered and set out the features and definition of an APP scam. The Rules specifically 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”*

And the Rules specifically outline that private civil disputes are not covered. The term 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:

“2.6 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.”

2.5 provides an example of when this might apply:

“...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, the Reimbursement Rules are not a general protection for consumers. Instead, they only apply in very specific circumstances – where the customer has been the victim of an APP scam. And there are a number of potential reasons (other than a scam) for the breakdown in a relationship between two parties for a dispute to exist. And unfortunately, businesses (such as L) can fail or be mismanaged such that contracts are breached and agreed goods and services aren’t provided. But that doesn’t necessarily amount to evidence of an intent to commit an APP scam.

Turning to the definition of an APP scam, Mrs P paid L and this was the recipient she was intending to pay. So, for Mrs P to have been the victim of an APP scam, I would need to be satisfied that L was acting fraudulently or dishonestly to deceive Mrs P about the very purpose for which her payment had been procured.

Mrs P’s purpose was to buy tickets and L’s purpose was to supply them – so these do match. I appreciate that ultimately for three of the four payments Mrs P made, this did not happen. But as I’ve outlined above non receipt of services from a legitimate supplier does not mean this is an APP scam.

L (at the time of the payments) appears to have been working for a company W. W has some online presence with a website. It is also listed on Companies House having been incorporated in July 2023 - so actively trading for over a year. Mrs P did receive tickets for one of the transactions and she says others had confirmed they had also received the tickets they have paid for.

Whilst I am unable to share details about a third party and the nature of their relationship with their bank, the evidence I’ve seen, regarding the beneficiary account, indicates that

the account activity was run as the beneficiary bank would expect. It has confirmed there were no claims made until after the beneficiary had deceased.

I appreciate how frustrating and disappointing this answer will be. Mrs P has lost a lot of money as a result of L's failure to complete what was agreed. But I can't exclude the possibility that L entered the agreement in good faith, intending to provide tickets and then was unable to fulfil the agreement for some reason. The evidence doesn't lead me to conclude it's more likely (than these alternative possibilities) that L intended to steal Mrs P's money from the outset and never had any intention of fulfilling the arrangement in full or in part.

In other words, Mrs P paid a legitimate supplier, that didn't honour the agreement and failed to provide the service it had agreed upon. That isn't the same as a fraud or a scam. In that situation, Nationwide isn't responsible for the loss that resulted. As I've said above, unlike some other payment methods, bank transfers don't provide protection against breach of contract by suppliers, such as not providing goods.

That means that I can't fairly hold Nationwide responsible for the loss suffered here by Mrs P. It also means I find that Nationwide had no ability or obligation to try and recover her money.

In addition, Nationwide doesn't have any duty or obligation to intervene in payments that are legitimate. So, I can't fairly criticise Nationwide for not doing more when Mrs P made the payments.

In saying all of this, I don't underestimate the impact this whole matter has had on Mrs P – I am sorry she has lost out through no fault of her own. I'm not saying Mrs P did anything wrong or that she doesn't have a legitimate grievance against W or the estate of L. But I can only look at Nationwide's responsibilities here.

Overall, I don't think Nationwide has treated Mrs P unfairly when it made the decision not to reimburse her. For the reasons I have explained, I'm satisfied Mrs P isn't due a refund under the Reimbursement Rules nor can I see there are any other grounds on which I could say that Nationwide should, fairly and reasonably, bear the responsibility for Mrs P's loss.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 7 May 2026.

Kathryn Milne
Ombudsman