

The complaint

Ms A is unhappy that Yorkshire Building Society (YBS) didn't refund her after she told it she'd been the victim of a scam.

What happened

Ms A sent a payment of £450 to a person offering nutrition advice and related services.

Ms A says that whilst she received some services, it wasn't what she expected, and she didn't get all she paid for. She contacted YBS to say she'd been scammed and asked that it return her money.

YBS listened to what had happened but said the matter was a civil dispute and not a scam. During the course of delivering its findings, YBS agreed to send Ms A a complaint form, but it failed to do so.

Ms A complained further and YBS paid her £100 to acknowledge the inconvenience suffered as a result of needing to follow-up on her request.

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 not upholding Ms A's complaint, I'll explain why.

Ms A raised her complaint on the basis that she'd been scammed by the person she sent money to. But, whilst she may not have been satisfied with the services provided, and may not have received all she paid for, I'm not persuaded she's been the victim of a scam.

Instead, she appears to have a civil dispute with the person she sent money to. She did receive some of what she expected to. And the person appears to still be operating in the same field. I'm not saying here that Ms A did receive all she paid for, or that she hasn't been perhaps mistreated by the person she sent money to. But I'm not persuaded this was a scam, rather than a dispute about goods and services between a buyer and a seller.

Because of this there's nothing more I'd expect YBS to do, either now or at the time she raised the issue with it.

Ms A has mentioned the CRM Code, which offers scam protection to the customers of banks that signatories to it. But YBS hasn't signed up to the Code. And as Ms A hasn't been the victim of a scam, she wouldn't be due a refund under it in any case.

It seems YBS did fail to deliver on its promise to provide Ms A with a complaint form. It recognised its failings here when Ms A pursued her complaint, and it paid her £100 in compensation. That appears to be fair and reasonable compensation as a result of the additional and otherwise unnecessary action required by Ms A.

My final decision

I don't uphold this complaint against Yorkshire Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 6 October 2023.

Ben Murray
Ombudsman