

The complaint

Ms C complains that Nationwide Building Society (“Nationwide”) hasn’t protected her from losing money to a scam.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Ms C has explained that in 2019 and 2020 she made a number of payments from her Nationwide account for what she thought was a legitimate investment. Ms C later came to believe she’d been scammed and got in touch with Nationwide. Ultimately, Nationwide didn’t reimburse Ms C’s lost funds, and Ms C referred her complaint about Nationwide to us. As our Investigator couldn’t resolve the matter informally, the case 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 decided not to uphold this complaint and for materially the same reasons as our Investigator.

In her original complaint Ms C referenced a couple of transfers she made from her Nationwide account to another Nationwide account of hers in December 2019 and March 2020. Our Investigator looked into these payments and I agree with what they found, that these transfers were not used to fund any immediate external transfers that formed part of the scam Ms C says she fell victim to. Like our Investigator, I therefore can’t see these transfers were lost to a scam and I won’t address them further here.

Ms C also listed a payment for £50,000 on 29 September 2020 as part of her loss. However, I can see, again like our Investigator did, that this payment was returned to Ms C’s Nationwide account on 9 October 2020. So, in terms of Ms C’s alleged loss, I won’t be addressing this payment further here either.

The remaining payments in dispute are as follows:

14 October 2020	£1,000
24 October 2020	£9,500
24 October 2020	£9,800
25 October 2020	£9,800
27 October 2020	£9,950
31 October 2020	£5,800

The information I’ve seen indicates Ms C made these payments to a crypto exchange or otherwise, ultimately to send the money from that third party to the scammers as per her instructions. Nationwide explained to Ms C why the CRM Code wouldn’t apply in those circumstances. But in any event I haven’t seen sufficient evidence that these payments Ms C

made were indeed ultimately lost to the scammers Ms C has referenced. In circumstances like this I couldn't fairly tell Nationwide that the CRM Code ought to apply here.

Nonetheless, the fact remains that there are other various and longstanding expectations of payment service providers like Nationwide to be alert to fraud and scams and to act in their customers' best interests. And, even though I've not seen sufficient evidence that Ms C lost the payments she's referenced (listed above) to scammers, for the sake of completeness, I have considered whether, if Ms C had done so, whether I could fairly say Nationwide ought to have prevented the loss, such that it would be fair for me to tell Nationwide now that it should reimburse Ms C.

However, this isn't a case where Nationwide didn't intervene in Ms C's payments around the time. Instead, Nationwide has been able to present notes that record that it intervened in the £50,000 payment Ms C instructed on 29 September 2020. Our Investigator explained the information available about this, as well as other notes Nationwide has provided about later contact it had with Ms C for example in February 2021. There's no need for me to repeat that all again here. And I'd like to reassure Ms C that I've carefully considered everything she's said, including how she might have responded had Nationwide dug deeper or framed its questions and warnings differently when it spoke to her in September or October 2020 about what she was doing. However, it seems to me that Ms C was under the spell of the scam and the scammer, such that she was intent on making these payments no matter what Nationwide reasonably discussed with her. If Ms C had mentioned the name of the scammers she says she lost her money to this might have changed things, but Ms C didn't do so. And it appears from the information I've seen that Ms C did this in the face of substantial questioning and warnings and scams advice from Nationwide; it's also evident from Ms C's later contact with Nationwide that it's unlikely Ms C would have disclosed this. I think it's likely Ms C wouldn't have interacted materially differently with Nationwide around this matter even if it had intervened in her further payments. Ultimately, I'm persuaded from what I've seen that it's most likely that Ms C was intent on proceeding anyway, such that Nationwide wouldn't reasonably be expected to have been able to prevent her alleged loss in the circumstances of this case, nor would it be fair to hold it responsible for not doing so.

I've also considered whether Nationwide reasonably ought to have been able to recover Ms C's payments after they were made. However, I can see that Ms C didn't report to Nationwide for some time that she thought she'd been scammed. I can see that Nationwide did then try to recover Ms C's funds but was unable to which unfortunately wasn't surprising given the circumstances. I therefore can't fairly say that Nationwide unreasonably failed to recover the funds.

I'm sorry if Ms C was scammed. However, I can't fairly tell Nationwide to reimburse her in these circumstances.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 3 December 2025.

Neil Bridge
Ombudsman