

## **The complaint**

Mr Y complains that Nationwide Building Society ('Nationwide') won't refund all the money he lost to a scam.

## **What happened**

The background is known to both parties, so I won't repeat all the details here.

In summary, in January 2025, Mr Y was messaged by an individual about a job opportunity. The contact wasn't unexpected as Mr Y had been looking for work and thought he may have signed up to a recruitment agency. He later discovered he'd connected with a scammer.

The scammer claimed to represent a data marketing company. For the job itself, Mr Y was led to believe he'd receive salary and commission for promoting products and services for various brands online. As part of the process, he was required to deposit his own funds to release the work and told to open an account with a legitimate crypto-exchange to facilitate payments. To make the scam more convincing, he was given 'training' and allowed to make some withdrawals. He was also added to a 'group chat' for support if needed.

He realised he'd been scammed when Nationwide blocked a payment and the situation was discussed with its fraud team. By that time, over £1,000 had been sent between 23 and 27 January 2025 from Mr Y's Nationwide account to his account with his crypto-exchange for the purchase of cryptocurrency. This was then sent on from there and lost to the scam.

A complaint was made to Nationwide and later referred to our Service. Our Investigator considered it and didn't uphold it. In brief, he didn't think there was enough about any of the disputed payments for Nationwide to have intervened on suspicion of fraud. He also noted Nationwide had paid Mr Y £50 to apologise for its handling of things once the claim was made. As the matter couldn't be resolved informally, it's been passed to me to decide.

## **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 it for similar reasons as the Investigator.

- It's not in dispute that Mr Y was the victim of a scam, and I'm sorry about the impact the whole experience has had on him. It's also not in dispute Mr Y authorised the payments in question from his Nationwide account. So, although he didn't intend the money to go to a scammer, under the Payment Services Regulations 2017, he is presumed liable for his losses in the first instance.
- There are some situations where I consider that a firm (like Nationwide), taking into account relevant rules, codes and best practice, should reasonably have taken a closer look at the circumstances of a payment – if, for example, it's particularly suspicious. But, in this case, even accepting Mr Y was the victim of a scam, I'm not persuaded there was

enough about the disputed payments for Nationwide to have stepped in on suspicions that Mr Y was at a heightened risk of financial harm from fraud.

- I don't think the payments ought to have appeared as concerning in terms of value. They were relatively spread out over days. I don't think such a suspicious fraud pattern ever developed to the extent it was remiss of Nationwide not to have stepped in. And while I'm aware of the increase in scam trends involving cryptocurrency in recent years, I'm also mindful many such payments will be genuine. There's a balance firms need to strike between identifying a payment risk and ensuring minimal disruption to legitimate ones.
- I'm again sorry Mr Y was the victim of a scam that's affected him deeply. I realise he was an innocent victim in all this and I don't imagine he'd have gone along with any of it if he thought he'd lose his money in the way he did. However, for the reasons above, I don't think it'd be fair and reasonable to hold Nationwide liable for his losses in circumstances where, as I've found here, it couldn't have been expected to prevent them. And while I recognise the scam was eventually exposed when Nationwide questioned Mr Y about a blocked payment, I wouldn't have expected it to have intervened sooner than that.
- In terms of recovery, there was little Nationwide could have done, given that the funds were first transferred to Mr Y's own account with a crypto-exchange. If any remained to be recovered, Mr Y would have been able to access them himself. As referred to by the Investigator, Nationwide paid £50 to Mr Y as an apology for aspects of the way things were handled once the claim was made. I've seen that this was credited to his account in February 2025. Even acknowledging Mr Y's comments that Nationwide could have been more helpful at times, I don't think it needs to do more here, also bearing in mind that much of Mr Y's distress was the result of the scammer's actions.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 5 January 2026.

Thomas Cardia  
**Ombudsman**