

## The complaint

Mr L complains about the service he received from Nationwide Building Society ("Nationwide") when he tried to make a cash withdrawal in branch. In particular, he is unhappy that he was asked to speak to a member of its fraud team for over 20 minutes and was then advised he wouldn't be able to make the withdrawal leaving Mr L feeling both interrogated and humiliated.

## What happened

On 8 March 2025 having already withdrawn and collected £5,000 from a branch of Nationwide the same day Mr L attended another branch to pick up a further cash withdrawal of £11,000 having already been agreed by Nationwide a few days earlier.

After waiting in a queue for around 10 minutes Mr L was attended to by a cashier. When processing the request the transaction triggered a fraud check and as per Nationwide's procedures Nationwide's staff member contacted the fraud team and Mr L was directed to go back to the waiting area. After a delay of around 15 minutes Mr L was asked to speak to a fraud analyst to answer some questions regarding the withdrawal.

Mr L was unhappy with having to talk to the fraud analyst and with answering questions to satisfy what he viewed as Nationwide's internal processes. Mr L wished to know what grounds or basis Nationwide had the right to ask these questions. It was explained to Mr L that regulatory requirements required Nationwide to flag up transactions where fraud may be involved in order to protect customers against scams. Mr L was frustrated as he didn't ask for this protection and that Nationwide didn't have the right to withhold his cash from him. It was explained that Nationwide were entitled to do this under its terms and conditions.

Mr L eventually confirmed that the money was going to be used to purchase a car but wasn't able to say what dealership he was buying from or the vehicle registration. And as the analyst wasn't satisfied with Mr L's answers Mr L was advised he wouldn't be able to make the withdrawal. Nationwide say Mr L left the branch without acknowledging any of its staff with a lady who had been waiting for him.

Mr L complained to Nationwide about this. Nationwide didn't uphold Mr L's complaint as it has a responsibility to ensure that its customers finance is protected and by asking Mr L to verify certain information it was following its procedures. Nationwide say Mr L's reluctance to engage with this meant it's analyst couldn't rule out the possibility of a scam and so couldn't assist Mr L further with the withdrawal.

Mr L was dissatisfied with this and brought his complaint to this service. Mr L says the questions asked by Nationwide's fraud team relating to the withdrawal were made in a patronising and humiliating manner and believes that they were looking for a reason not to give him his money and refused to answer his questions as to why. Mr L wants compensation of £1,100 for the distress and inconvenience suffered.

One of our investigator's looked into Mr L's concerns but although they accepted that Mr L found the situation both distressing and humiliating, they didn't think Nationwide had done

anything wrong as Nationwide has a duty of care to its customers to protect them from fraud and scams and have policies and procedures that it must follow. They didn't think the questions asked surrounding the cash withdrawal were unreasonable and as Mr L wasn't able to answer all the questions Nationwide was within its rights to refuse the withdrawal as per section 38 of its terms and conditions.

Mr L disagreed. He says Nationwide both refused to give him his money and any legal basis for this refusal and has asked for an ombudsman's 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.

My role is to look at problems that Mr L has experienced and see if Nationwide has made a mistake or done something wrong. If it has, we seek to put - if possible - him back in the position he would've been in if the mistakes hadn't happened. And we may award compensation that we think is fair and reasonable.

And having carefully considered everything I'm in agreement with our investigator and don't think there is anything much more of use that I can add.

As we are not the regulator, I cannot make a bank or building society such as Nationwide change its systems or processes – such as how or when fraud prevention checks are deemed necessary regarding funds coming into or going out of an account. Nor can I say what procedures Nationwide needs to have in place to meet its regulatory obligations. We offer an informal dispute resolution service and we have no regulatory or disciplinary role.

That said I don't think it was unreasonable for it to have procedures in place – in this case carrying out checks on outgoing payments and withdrawals that meet certain criteria for fraud prevention - to ensure the transactions are legitimate and it meets its regulatory requirements.

I accept Mr L hasn't asked for this protection, but as well as protecting Mr L's interests it is also to protect businesses against criminal activity and to ensure they are meeting regulatory obligations regarding the safeguarding of its customers money.

I appreciate Mr L was frustrated by this and felt the questions asked were invasive. But having listened to the phone call with Nationwide's fraud analyst I don't think the questions were unreasonable or unfair. Nationwide simply asked Mr L what the purpose of the withdrawal was for to determine that the funds in question were going to be used for legitimate purposes and to satisfy itself that Mr L wasn't the victim of a scam. Given the withdrawal requested was for a not insignificant amount of £11,000 I don't think Nationwide did anything wrong here.

And when Mr L wasn't able to answer all the questions, I don't think Nationwide's fraud analyst did anything wrong in refusing Mr L's withdraw request as based on the information provided they weren't able to alleviate any scam concerns regarding the purchase of a vehicle as it couldn't be sufficiently identified and its terms and conditions allow it to take this action.

So I don't think Nationwide acted unreasonably or treated Mr L unfairly in the actions it took as it is in-line with its regulatory obligations and ultimately, it took this action to protect Mr L's interests.

And so it follows I don't think there is anything more Nationwide needs to do.

### **My final decision**

For the reasons I've explained, I've decided not to uphold Mr L's complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 6 October 2025.

Caroline Davies  
**Ombudsman**