

The complaint

Mr R is unhappy that Nationwide won't refund the money he says he sent as part of an impersonation scam.

What happened

Mr R says he fell victim to an impersonation scam. Between 19 March 2025 and 6 April 2025, Mr R made three payments totalling £9,600 to an account in his own name with another bank. During the same period of time multiple smaller transactions were made back from his other bank account to the Nationwide account. And on 1 May 2025 £8,305.29 was returned from his other bank account into his Nationwide account.

Initially during calls in April and May 2025, Mr R told Nationwide he had transferred money to his own bank account with another bank. He explained that his other bank had closed his account and that they couldn't trace the payments he had made.

It wasn't until June 2025, three months after the first transaction, that Mr R first mentioned that he'd been the victim of an impersonation scam.

Our investigator did not uphold the complaint. She wasn't persuaded Mr R had been a victim of a scam or that he had suffered a financial loss.

Mr R did not agree so the complaint 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.

When considering what is fair and reasonable, I'm also 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 or would have 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 am only considering a complaint against Nationwide and whether it did anything wrong that led to Mr R suffering a financial loss. Before I consider whether Nationwide has done enough to protect its customers, I must first be satisfied that a customer has been the victim of a scam and that they have suffered a financial loss. But I don't think we have enough information or evidence from Mr R here to safely conclude that he has been the victim of a scam or that he has suffered an actual financial loss.

Mr R sent a series of chat messages that took place on 24 June 2025 showing part of a conversation between himself and a third party. But this was quite some time after the disputed transactions had taken place. It doesn't show how the conversation started, or what

was discussed that lead to Mr R transferring the money.

Having considered everything – in particular - the pattern of transactions, the change in Mr R's testimony and the overall no financial loss position - I am not persuaded this situation is indicative of a bank impersonation scam.

In any event, in a more recent email on 8 July 2025, Mr R accepts '*the complaint may not show no net financial loss on paper*'. I would only make an award if there had been an actual financial loss or some degree of distress and inconvenience as a result of an error caused by Nationwide.

In thinking about the latter, I need to carefully consider the impact of Nationwide's actions or inactions, not those of the other parties involved here.

Nationwide was not responsible for the time Mr R was without his funds. I have considered the screen shots Mr R has sent from a chat with a Nationwide and I'm sorry if Mr R felt those meant Nationwide would refund him, but I don't agree that they indicate it would refund him. In any event, having accepted the position that he hasn't suffered a financial loss, it would be unreasonable of Mr R to expect it to do so.

I appreciate Mr R may have been suffering mentally and I am very sorry about all that has happened to Mr R and his family. I appreciate Mr R had to make a number of calls to Nationwide about the matter. Using financial services won't always be totally free of hassle and there's nothing here I would consider more than the normal nuisances of everyday life. Having reviewed everything - I don't think Nationwide has done anything wrong here that warrants an award for distress and inconvenience.

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 Mr R to accept or reject my decision before 18 August 2025.

Kathryn Milne
Ombudsman