

## The complaint

Mr K complains that Nationwide Building Society won't refund money he lost when he was the victim of a job scam.

## What happened

The background to this complaint is well known to both parties and so I'll only refer to some key events here.

In 2024 Mr K fell victim to a job scam. He received a WhatsApp message offering a job with a well-known company, which involved simulating product orders to make their products more visible. For completing sets of these 'tasks' Mr K would receive commission and a salary (dependant on the number of consecutive days worked). But as part of the scam, Mr K received 'lucky package orders'. These tasks paid more commission but put Mr K's account balance into a negative. To fix this, Mr K was required to purchase crypto from a legitimate provider and forward it to the scam platform. He purchased the crypto using another banking provider (that I'll refer to as 'R'), which he funded by transferring funds from his Nationwide account. The relevant transactions are:

<b>Transaction Date</b>	<b>Amount</b>
16 October 2024	£1,210
16 October 2024	£3,200
17 October 2024	£490
17 October 2024	£2,140
<b>Total</b>	<b>£7,040</b>

When Mr K attempted to withdraw his funds, the scammers told him he had to deposit 45% of this balance to unfreeze his account. After paying this, Mr K was told his credit score had dropped and he had to pay a further fee. Being unable to withdraw his funds made Mr K realise he'd been scammed.

Mr K reported the scam to Nationwide, and with the assistance of a third-party firm he raised a complaint. Nationwide rejected it. They said the funds were sent to an account in Mr K's name, and as such, they would not hold much concern over this activity.

The complaint was referred to the Financial Ombudsman. Our Investigator didn't think Nationwide had to refund Mr K. She said Nationwide should've intervened before processing the second payment. But she wasn't persuaded that this would've made a difference. This is because R did intervene before processing a payment to the crypto provider and Mr K gave inaccurate information. Although this was due to Mr K being coached by the scammer, this meant he would've likely given Nationwide misleading information if questioned about the payment(s). And so, Nationwide wouldn't have been able to uncover the scam. Our Investigator also didn't think Nationwide could've done anything to recover the funds lost.

Mr K disagreed with our Investigator and asked for his complaint to be reviewed by an Ombudsman. He provided evidence of the scam he fell victim to, explained how the scammers instructed him to make the payments and emphasised the impact the financial loss has had on him.

The matter has 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.

I'm sorry that Mr K has been the victim of a scam and I don't underestimate the impact this has had on him. I therefore want to reassure him that I haven't made this decision lightly. But while I accept Mr K is an innocent victim here, I must consider whether Nationwide are responsible for the loss he's suffered. Having done so, and while I realise this isn't the outcome Mr K is hoping for, I don't think they are. Because of this, I don't think Nationwide acted unfairly by not refunding the payments. I'll explain why.

Before I do, I want to reassure Mr K that I've considered everything he's submitted in support of his complaint. And so, while I've summarised this complaint in far less detail than what has been provided, I want to stress that no discourtesy is intended by this. If there is a submission I've not addressed; it isn't because I have ignored the point. It's simply because my findings focus on what I consider to be the central issue in this complaint – that being whether Nationwide is responsible for the loss Mr K has suffered.

In broad terms, the starting position in law is that a payment service provider is expected to process payments that their customer authorises them to make. It isn't disputed that Mr K authorised the payments from his Nationwide account. Therefore, under the Payment Services Regulations and the terms of his account, Nationwide are expected to process Mr K's payments, and he is presumed liable for the loss in the first instance.

However, taking into account the regulatory rules and guidance, relevant codes of practice and good industry practice, there are circumstances where it might be appropriate for Nationwide to take additional steps or make additional checks before processing a payment to help protect customers from the possibility of financial harm from fraud.

Here, the payments were being made to another account held in Mr K's own name – rather than directly to the crypto provider which carries an increased risk of fraud. Nevertheless, Nationwide ought to be on the lookout for potential multi-stage fraud (like what has happened here). And so, arguably, it would've been reasonable for Nationwide to carry out additional checks before processing the second payment. This is because the payments were going to a newly added payee, were made in a short period of time and their combined value was about £4,500 (with the second payment much greater in value).

But even if Nationwide had carried out additional checks before processing this payment, I don't think they would've uncovered the scam or deterred Mr K from making it. This is because I consider a proportionate response would've been for Nationwide to have asked a series of automated questions designed to narrow down the type of scam risk associated with the payment Mr K was making – and, accordingly, provided a scam warning tailored to the risk identified.

In this case, Mr K was falling victim to a 'job scam' – he believed he was making payments to receive an income. But I'm not persuaded Nationwide would've been able to establish this through automated questioning. This is because R did question Mr K about one of the

payments he made to the crypto provider, and he provided inaccurate information (which I won't set out the details of here, but I have covered in my final decision for Mr K's complaint against R). I appreciate Mr K was under the influence of the scammer and being directed on how to respond to R's questioning. But consequently, this prevented R from being able to understand the true circumstances of the payment and provide appropriately tailored warnings relevant to Mr K's situation or uncover the scam.

While I'm sympathetic to Mr K's situation, I think R took reasonable and proportionate steps to protect him from the risk of fraud or a scam. But sadly, Mr K failed to respond positively to the questioning and warnings that were provided. Because of this, if Nationwide had carried out similar checks before processing the second payment to R, I've no reason to think it would've gone any differently. As such, I don't think Nationwide could reasonably have uncovered the scam by way of a proportionate intervention. Nor do I think it would've deterred Mr K from making the payments. Instead, I think Nationwide would've likewise concluded that Mr K was sending money to his R account for legitimate purposes.

It follows that, while I'm sympathetic to Mr K's situation and the impact this scam has had on him, I cannot fairly hold Nationwide responsible for his loss.

I've considered whether, on being alerted to the scam, Nationwide could reasonably have done anything more to recover Mr K's losses, but I don't think they could. Nationwide could've only sought to recover the funds from R, but none remained as Mr K had already purchased the crypto as part of the scam. But even if funds did remain, it would've been accessible to Mr K.

I know Mr K will be disappointed by this outcome. But it would only be fair for me to direct Nationwide to refund his loss if I thought they were responsible – and I'm not persuaded that this is the case. For the above reasons, I think Nationwide have acted fairly and so I'm not going to tell them to do anything further.

### **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 K to accept or reject my decision before 20 November 2025.

Daniel O'Dell  
**Ombudsman**