

The complaint

Mr C complains that Nationwide Building Society ('Nationwide') won't refund the money he lost when he fell victim to a scam.

What happened

The details of this complaint are well known to both parties, so I won't repeat everything again here.

In brief, Mr C was contacted via a known messaging app about a job opportunity. Mr C has said he was told that if he put money in, he would get money back. Mr C proceeded to make card payments to an account he held with an online digital wallet – I'll refer to as 'S'. The funds were then moved on from this account.

Mr C explained that when he didn't get his money back and communication stopped, he contacted Nationwide to raise what had happened. Mr C raised three card payments he made to S on 30 May 2025 (shown on the account statement on 31 May 2025), totalling £975.66.

Nationwide declined reimbursing Mr C and said the payments he had made weren't covered by the Authorised Push Payment ('APP') Scam Reimbursement Rules as the rules weren't applicable to card payments. Unhappy Mr C brought the matter to our Service.

One of our Investigators looked into things but didn't uphold the complaint. She didn't think Nationwide ought to have had concerns about the card payments Mr C made. She also didn't think a chargeback claim would've been successful as the card payments credited Mr C's account with S.

Mr C asked that an ombudsman look at his complaint, and so it 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 don't uphold this complaint, and I'll explain why.

I'm sorry to hear that Mr C has lost money in a cruel scam. It's not in question that he authorised and consented to the payments in this case. So, although Mr C didn't intend for the money to go to a scammer, he is presumed to be liable for the loss in the first instance.

When considering the payments Mr C made, I'm satisfied that the Contingent Reimbursement Model ('CRM Code') and the APP Scam Reimbursement Rules, introduced by the Payment Systems Regulator in October 2024, for customers who have fallen victim to APP scams, don't apply here due to the payments being made by card.

This said, a key issue for me to decide is whether Nationwide ought to have recognised that Mr C was at risk of financial harm from fraud.

To decide this, I've reviewed the activity on Mr C's account statements, from which the payments were made, for the months leading up to the scam. This is often a finely balanced matter, and Nationwide has a difficult balance to strike in how it configures its systems to detect unusual activity or activity that might otherwise indicate a higher than usual risk of fraud.

Having carefully considered the payments Mr C made as part of the scam, I can't on balance, fairly and reasonably say they were so unusual or suspicious that they ought to have alerted Nationwide that Mr C might be at risk of financial harm. I acknowledge that Mr C made more than one payment on a single day, but the total amount of the payments was still relatively low in value (although I recognise this is a lot of money to Mr C).

This said, I recognise the payment of £280.78 was initially declined by Nationwide and that Mr C verified this payment via his online banking. Given what I've said above, I'm not minded to find Nationwide ought to fairly and reasonably have done more than it did here. I'm persuaded that Mr C verifying the payment via his online banking would've satisfied Nationwide that the payment was one Mr C was making. Considering the value of this payment and that it was going to a legitimate business, I think the action taken by Nationwide was proportionate.

Overall, based on everything I've seen and been told, I don't think it is unreasonable that the payments Mr C made didn't trigger Nationwide's fraud prevention systems prompting it to intervene. So, I don't think Nationwide missed an opportunity to prevent the scam and it is not responsible for Mr C's loss.

Recovering the payments Mr C made

As part of the scam, Mr C made three card payments into an account he held with S. When payments are made by card the only recovery option available to Nationwide is to request a chargeback.

The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. The card scheme operator ultimately helps settle disputes that can't be resolved between the merchant and the cardholder.

Mr C was dealing with a scammer who'd offered him a job opportunity as a way to make money. But Mr C didn't make the card payments directly to the scammer, he made the payments to an account he held with S.

This is important because Nationwide would only have been able to process a chargeback claims against the merchant Mr C paid, not another party (such as the scammer).

As such, I don't think a chargeback claim would've likely been successful. This is because the funds credited Mr C's account – as he intended and then from there the funds were moved on as part of the scam. Whilst the funds were later transferred elsewhere - to the scammer – this doesn't give rise to a valid chargeback claim against the merchant Mr C paid.

I realise my decision will come as a disappointment to Mr C and I sympathise with his circumstances. I'm sorry he has fallen victim to a scam. But having considered all the evidence and arguments, for the reasons above, my decision is Nationwide cannot fairly be held liable for his losses.

My final decision

For the reasons I've set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 February 2026.

Staci Rowland
Ombudsman