

## **The complaint**

Mr C has complained that Nationwide Building Society won't refund the money he lost after falling victim to a scam.

## **What happened**

In summary, Mr C saw on advert on social media for a cryptocurrency investment scheme guaranteeing quick profit, which turned out to be a scam. He invested, and was later told he'd made a large profit but needed to pay up-front fees to withdraw it.

Over the course of June 2024, Mr C made several card payments from his Nationwide account to his account at a cryptocurrency exchange, totalling about £3,000. He then sent crypto on to the scammers. He tried to make further card payments, but Nationwide blocked them, spoke to Mr C, and uncovered the scam, stopping the loss there.

Mr C complained, arguing that Nationwide should've intervened earlier, saying that he was told some payments went out after his card was blocked and would be refunded, and pointing out that his other bank refunded his payments from his other account. Nationwide didn't think they were liable for Mr C's loss.

Our Investigator looked into things independently and didn't uphold the complaint. Mr C asked for an ombudsman's final decision, so the complaint'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.

I understand that Mr C fell victim to a scam, for which he has my sympathy. I appreciate he was going through a truly tough time more generally, I appreciate this cannot have been an easy matter for him to face, and I appreciate why he would like his money back. It's worth keeping in mind that it's the scammers who are primarily responsible for their own scam, and it's the scammers who really owe Mr C his money back. But I can only look at what Nationwide are responsible for. Having carefully considered everything that both sides have said and provided, I can't fairly hold Nationwide liable for Mr C's loss. I'll explain why.

It's not in dispute that Mr C authorised the payments involved. So although he didn't intend for the money to end up with scammers, under the Payment Services Regulations he is liable for the loss in the first instance. And broadly speaking, Nationwide had an obligation to follow his instructions – the starting position in law is that banks and building societies are expected to process payments which a customer authorises them to make.

Nationwide should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them. But a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. I'm glad to see that Nationwide managed to uncover the scam here, and I've thought carefully about whether they should've done so even earlier.

However, before the point when Nationwide intervened, the payments involved were not large or rapid enough to have been of particular concern. The account had only recently been opened, and before this had only been used for some notably larger transfers, so these payments didn't look especially out of character for this particular account. The payments were made from a sufficient balance to an account of Mr C's and didn't form a sufficiently suspicious pattern yet. At that point, I can't see that Nationwide had been made aware of any relevant vulnerabilities yet, and I can't see that they otherwise had sufficient reason to intervene yet. So I don't think that Nationwide needed to intervene any earlier than they did.

When Nationwide blocked Mr C's card, this worked – all his scam payments attempted after that block were successfully stopped. While Mr C recalls being misadvised that payments had gone out after the block was put in place, I've gone through the relevant records and I've not been able to find anything which substantiates this recollection. I can see how he may have misunderstood the nature of pending payments, as it's not very intuitive. Essentially, when a card payment is made, it can take some time to show up on one's statement, and will show as pending in the meantime. But the pending status is just to do with the way such payments are processed. Here, the payments which went through were all made *before* the block, and it wasn't possible for Nationwide to stop them by that point, even if they were still showing as pending. As I said before, I don't have anything to substantiate that Mr C was misadvised. And I don't think it would be fair for me to tell Nationwide to refund payments to Mr C which they don't otherwise owe him just because one staff member allegedly said they would, not least as Nationwide were clear about their stance in their other communication.

I've then considered what Nationwide did to try to recover the money after Mr C told them about the scam. As I explained before, it wasn't possible for Nationwide to block or reverse these payments by that point. It also wasn't possible for Nationwide to recover funds which Mr C had already sent on from his other account in crypto. As these were card payments to Mr C's own crypto account, they were not covered by the CRM Code for scams. And there was no chargeback reason which would've been appropriate here. A chargeback would've been a claim against the genuine exchange rather than the scammers. And the exchange provided the service they were supposed to. There was no realistic prospect of success for a chargeback, and chargebacks are voluntary, so Nationwide didn't need to try one in this case. And I'm afraid there was nothing more that Nationwide could've reasonably done to get the money back.

Finally, Mr C's representatives pointed out that his other bank had refunded him for a different set of payments he'd made to a different exchange in different months from a different account, and also pointed to another case we'd upheld. But as they know, we look at each case on its own merits. I've explained above why, in this particular case, Nationwide are not liable for the loss.

So while I'm very sorry to hear about what the scammers did to Mr C, I don't think that Nationwide can fairly be held responsible for his loss. And so I can't fairly tell Nationwide to reimburse Mr C in this case.

**My final decision**

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

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 October 2025.

Adam Charles  
**Ombudsman**