

The complaint

Miss F complains that Nationwide Building Society won't refund her all of the money she lost, after she fell victim to an Authorised Push Payment ("APP") scam.

In bringing her complaint to this service, Miss F is assisted by a representative, who I'll refer to as 'S'. But for ease of reading I will, in the main, refer to Miss F throughout this decision.

What happened

I issued a provisional decision for this complaint on 8 July 2025. In it I set out the background and my proposed findings. I've included a copy of the provisional decision at the end of this final decision, in italics. I won't then repeat all of what was said here.

Both parties have now had an opportunity to respond to the provisional decision. Nationwide responded and accepted the outcome.

Miss F also responded, but didn't accept the outcome. In summary, Miss F said that she was the victim of a scam and Nationwide didn't alert her to the risk that she may be at risk of financial harm. She said that she was vulnerable and if she had been questioned it would have made her think about what she was doing.

In her response Miss F also referred to further scams that she had fallen victim to in early 2024 and 2025.

As all parties have now had the opportunity to respond, I'm going on to issue my final 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.

In her response to the provisional decision, Miss F has mentioned other scams that she fell victim to in early 2024 and early 2025. Miss F has referred to a number of transactions and cash withdrawals that were made as part of those scams. However, those transactions were not disputed as part of this complaint, and it follows that they won't form part of this decision. Should Miss F wish to dispute those payments, she would firstly need to reach out to Nationwide (assuming it was a Nationwide account that was used to make the transactions) to allow it the opportunity to investigate matters (and she may ultimately be able to refer the issue to this service if she is unhappy with Nationwide's response).

I've considered Miss F's further comments, but these don't change my outcome here. Miss F has argued that if Nationwide had intervened and warned her about the risks it would have made her question what she was doing. As I've set out in my provisional decision, I agree with her – I think there came a point (the tenth payment) where Nationwide ought to have intervened and questioned Miss F about what she was doing, and if it had done I think the scam would have come to light. Indeed, Nationwide acknowledged itself that it could have

done more, which is why it offered to refund Miss F 50% of her total losses.

But, in the individual circumstances of this case and very importantly, as I've explained in my provisional decision, I also think there was enough going on that Miss F should also bear some responsibility for her loss.

Here, Nationwide has already offered to refund 50% of Miss F's *entire* loss. As I've set out, this is over £1,500 more than I would have recommended it should pay, which would have been that Miss F should receive a refund of 50% of £2,250 (the amount of the tenth and final payment made as part of the scam). So, I can't logically, fairly or reasonably make any recommendation that Nationwide should refund Miss F any more of her loss, when it has already exceeded what I would have asked it to.

I'm mindful that S has said Miss F was vulnerable at the time she made these payments. But the evidence I've seen doesn't suggest that Nationwide had been notified of any vulnerabilities or needs, such that it should have known to take additional steps to protect Miss F.

Neither party made any further arguments regarding the award of £75 for distress and inconvenience. So, I see no reason to depart from the findings and reasoning I've already explained in respect of this.

Putting things right

To put matters right, Nationwide Building Society should;

- Pay Miss F £75 in respect of the distress and inconvenience caused to Miss F by its handling of matters.

My final decision

For the reasons explained here and in my provisional decision I uphold this complaint in part.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 20 August 2025.

Provisional Decision

I've considered the relevant information about this complaint.

Having done so, I've reached broadly the same outcome as our Investigator. I still intend to uphold this complaint in part, but the distress and inconvenience I'm minded to ask Nationwide to pay, differs from our Investigator's recommendations.

The deadline for both parties to provide any further comments or evidence for me to consider is 22 July 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If Nationwide Building Society accepts my provisional decision, it should let me know. If Miss F also accepts, I may arrange for the complaint to be closed as resolved at this stage without a final decision.

The complaint

Miss F complains that Nationwide Building Society won't refund her all of the money she lost, after she fell victim to an Authorised Push Payment ("APP") scam.

In bringing her complaint to this service, Miss F is assisted by a representative, who I'll refer to as 'S'. But for ease of reading I will, in the main, refer to Miss F throughout this decision.

What happened

The background to this complaint is well known to both parties and has been laid out in detail by our Investigator in their view. So, I won't repeat it all in detail here, but in summary I understand it to be as follows.

In September 2022, Miss F received a message, from somebody who was unknown to her, asking her if she wanted to buy a ticket to a concert. Believing everything to be genuine Miss F agreed to purchase the ticket for £65. But unknown to her at the time, she was dealing with a scammer.

Miss F sent an initial payment, for £65 on 22 September 2022, to an international account that the scammer provided details for. Over the course of the next few weeks the scammer persuaded Miss F to make a number of further payments to them. Miss F was told that these payments were needed for a variety of reasons, including; that the initial payment hadn't been received, for a photo opportunity and merchandise, to avoid having to pay taxes, to assist the scammer with cancer treatment and that more money was needed, to enable Miss F's money to be returned to her.

In total, Miss F made ten payments from her Nationwide account, totalling £5354.50. A breakdown of the payments is listed below:

Payment	Date	Type of transaction	Amount
1	22/09/22	International Payment	£65
2	22/09/22	International Payment	£65
3	28/09/22	International Payment	£100
4	04/10/22	International Payment	£150
5	13/10/22	International Payment	£224.40
6	18/10/22	International Payment	£500
7	21/10/22	International Payment	£750
8	25/10/22	International Payment	£500
9	28/10/22	International Payment	£750
10	02/11/22	International Payment	£2,250

To fund some of the later payments, Miss F took money from S, without their knowledge, and deposited it into her Nationwide account.

The scam came to light, when S noticed that some money was missing and she spoke to Miss F. Miss F reported the matter to Nationwide in November 2022, she's said that her account was blocked for several months, while Nationwide investigated the matter, which left her struggling financially.

Nationwide looked into Miss F's claim and upheld it in part. In summary, it thought it was partially liable for the loss as it said it could have done more. But it thought Miss F should also share some responsibility for her loss, as it didn't think she had taken reasonable steps to understand the need to continue with the payments. Nationwide added that it had tried to

recover the money Miss F had sent from the beneficiary banks (the banks to which the payments were made), but unfortunately it hadn't been able to recover anything.

Unhappy with Nationwide's response, Miss F brought her complaint to this service. One of our Investigators looked into things and thought the complaint should be upheld in part. In summary, she thought Nationwide ought to have had some concerns at the point Miss F was making the final payment (the payment for £2,250 on 2 November 2022), given the payment looked unusual compared to Miss F's usual account activity. Our Investigator thought Nationwide should have contacted Miss F before allowing this payment to progress, and that if it had of done so, the scam would have been revealed. So, she thought Nationwide were, at least in part, liable for Miss F's loss from this point.

But our Investigator also thought Miss F should bear some responsibility for her loss. In summary, this was because she thought there was enough going on that ought to have led her to have some concerns about the legitimacy of what she was being told. Our Investigator said that if she were to recommend that Nationwide refund Miss F any of the money she'd sent, it would be to ask Nationwide to refund her 50% of the final payment. Given that Nationwide had already refunded Miss F more than that, in refunding her half of her entire loss, it was our Investigator's view that Nationwide wouldn't be responsible for refunding any more.

Alongside this, our Investigator also thought about how long Miss F's account was blocked for and the inconvenience this caused. Considering that Miss F was without the use of her account for several months, our Investigator recommended that Nationwide pay her £200 for the distress and inconvenience caused.

Nationwide didn't agree with our Investigators view. In summary, it said that part of the reason for the delay in unblocking Miss F's account was that Miss F hadn't responded for several months, when it reached out to her. But in recognition that there was a delay, of a couple of weeks between 28 July 2023 and 15 August 2023, it offered £75 compensation.

Miss F didn't accept our Investigator's view and didn't accept the £75 compensation that Nationwide offered. As agreement couldn't be reached, the complaint has been passed to me for a decision.

What I've provisionally 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.

In deciding what's fair and reasonable, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

Whilst I'm very sorry to hear about this cruel scam and the impact it has had on Miss F, I'm satisfied that Nationwide has already paid Miss F more than I would recommend in refunding 50% of her total loss. I'll explain why.

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

However, 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. I've therefore considered whether

the instructions given by Miss F (either individually or collectively) were unusual enough to have expected additional checks to have been carried out before the payments were processed.

To decide this, I've reviewed the activity on Miss F's account statements, from which the payments were made, for the months leading up to the scam. This isn't always a straightforward 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 while not unnecessarily disrupting legitimate payments.

Having considered the first nine payments of the scam, on balance, I can't fairly say they were so unusual or suspicious that they ought to have alerted Nationwide that Miss F may have been at risk of financial harm. The payments weren't made in rapid succession (as can often be the case with fraud) and I don't think the amounts, in and of themselves, would have given Nationwide any cause for concern.

However, I think there was a pattern starting to emerge and at the point Miss F made the tenth payment, for £2,250, Nationwide ought to have had some concerns and made further enquiries before allowing it to be processed. I say this because, the value of the payment increased significantly, and coupled with it being an international payment and considering there had been several other, international, payments in the weeks leading up to this one, there was enough going on that Nationwide ought to have contacted Miss F to establish some further information about her intentions before allowing the payment to be progressed. Had it done so, and questioned Miss F about the payment she was making, I think it would have been evident that there was a significant risk of it being a scam and Nationwide could have encouraged Miss F to not make any further payments. I think it's more likely than not, that had Miss F been given a clear warning, that it was very likely she was being scammed, Miss F wouldn't have proceeded and wouldn't have suffered the loss of this final payment.

In saying that I'm mindful, from looking at the messages Miss F shared with the fraudster, that she had been told to say the payment was for family. However, without any intervention and context from Nationwide to enable her to fully understand the importance of her providing accurate answers, I can understand why the gravity of such a question, had it been asked, wouldn't have resonated with her. I haven't seen enough evidence to suggest that Miss F was coached by the fraudster to such an extent, that it would have impacted Nationwide's ability to uncover the scam.

Overall, for reasons already explained, I'm satisfied that there was enough going on, at the point Miss F was making the tenth payment, for Nationwide to have intervened. So, I'm persuaded that it was, at least in part, responsible for some of Miss F's loss.

Should Miss F bear any responsibility for her losses?

There is a general principle that consumers must take responsibility for their decisions, and I am mindful of the law relating to contributory negligence and the impact a finding of contributory negligence may have to reduce the damages recoverable by a claimant in court proceedings.

I've considered the evidence carefully and, while I accept Miss F did genuinely believe that the initial payment was being made towards the purchase of a legitimate concert ticket, I'm not persuaded that this belief was a reasonable one by the time she was making the final payment.

At the point Miss F was making this final payment, she would have sent over £5,000, from a starting position of expecting to pay £65 for a concert ticket. Given how much she was being

asked to send, I'm persuaded Miss F ought to have had serious concerns that things may not be as they seemed. Especially considering that by this point, Miss F had not only not received the ticket she thought she was initially paying for, but no evidence of how the fraudster had obtained it.

Alongside this, I think the reasons Miss F was being given by the fraudster to send more money, when taken collectively, became implausible to the point where I think Miss F ought reasonably to have proceeded with much more caution than she did. But rather, she seems to have taken things at face value.

I'm mindful that S has said Miss F was vulnerable at the time she made these payments. But the evidence I've seen doesn't suggest that Nationwide had been notified of any vulnerabilities or needs, such that it should have known to take additional steps to protect Miss F.

So, I think Miss F did have a role to play in what happened and I think that the amount Nationwide should pay to her in compensation should fairly and reasonably be reduced to reflect that role.

Nationwide's attempt to recover the funds

Nationwide did reach out to the overseas beneficiary bank, when it was notified by Miss F of the scam, but unfortunately it never received a response. Nationwide was limited in terms of what it could do here. It could only reach out to the beneficiary bank – but it has no powers to further enforce a response if the overseas beneficiary bank chooses not to reply, which was sadly the case here. So Nationwide wasn't able to do anything further to help Miss F recover her funds.

All things considered and in summary, I won't be asking Nationwide to refund Miss F anymore of the money she has lost to the fraudsters. I say that because, in already refunding Miss F 50% of her entire loss, it has refunded over £1,500 more than I would have ordered it to (which would have been to refund Miss F 50% of the value of the final payment she made). So, I'm satisfied the refund Nationwide has already made, in respect of the payments Miss F made to the fraudsters, can be considered as fair and reasonable.

Distress and inconvenience

Finally, I've considered whether Nationwide should pay Miss F any compensation for the distress and inconvenience she's experienced as a result of its actions. In considering this, I've specifically thought about the period of time that Miss F's account was blocked for.

While most of the distress and inconvenience stemmed from the actions of the scammer, not Nationwide, I have taken account of the extent of the impact on Miss F attributable to Nationwide itself - through its handling of the matter. Nationwide accepts there was a delay in Miss F's account being unblocked, and in recognition of this offered £75.

On 23 December 2022, which was the date a restriction was placed on Miss F's account, she was invited by Nationwide to attend one of its branches. However, it wasn't until June 2023 that Miss F contacted Nationwide. So, while I recognise Miss F's account was restricted for several months and Nationwide has acknowledged that there was a delay in releasing the restriction for a couple of weeks at the end of July 2023, I'm persuaded that Nationwide weren't entirely at fault. Had Miss F contacted Nationwide sooner than she did, I'm satisfied it's more likely than the restrictions on her account could have been removed sooner than they were.

With this in mind, I think the £75 Nationwide has offered is fair and reasonable and in line with what I would have recommended.

Putting things right

To put matters right, I'm minded to say that Nationwide Building Society should;

- Pay Miss F £75 in respect of the distress and inconvenience caused to Miss F by its handling of matters.*

My provisional decision

For the reasons explained, my provisional decision is that I uphold this complaint in part.

Stephen Wise
Ombudsman