

## **The complaint**

Miss B is unhappy that Nationwide Building Society won't refund payments she made because of a safe account scam.

## **What happened**

In 2024, Miss B was a victim of a safe account scam which involved her authorising 3 payments to another account in her name held with a third-party electronic money institution (EMI).

In summary, on 20 September 2024, Miss B received phone calls from someone who purported to be from Nationwide and said she needed to move money to another account with a third-party EMI. Miss B did this and transferred 3 payments totalling £905 to this third party, in an account newly set up. She did obtain a credit back to her nationwide account for £22.01, meaning she moved across a total of £782.99 over.

Unfortunately, Miss B was in contact with a scammer, and shortly after the phone call ended, she realised what had happened. She contacted her mother, who helped her to report the scam to Action Fraud and then report what had happened to the EMI and Nationwide.

Miss B has complained about the EMI, and this has been subject to a separate investigation by our service. I am aware this complaint is now closed, but I would like to assure Miss B and her mother, who is acting as her representative, that I have read all the documents in the other complaint as well as this one.

After making her complaint to Nationwide that it should have protected her from making these payments, it replied on 1 October 2024. It said it could not agree, it had done anything wrong as the funds were sent from Miss B's account to the EMI and then onto the scammer. It said it was down to the EMI to consider Miss B's complaint.

Unhappy, Miss B brought her concerns to our service to investigate. The investigator said he couldn't recommend Nationwide should be required to provide a refund. He said he was not persuaded that the payments carried a heightened risk of fraud at the time. He said the payments were not unusual based on Miss B's previous spending habits. He said in addition, it wasn't possible for Nationwide to carry out a recovery of the funds, as they were sent to an account in Miss B's name with the EMI.

Miss B through her mother said she was extremely unhappy with the investigator's view and with Nationwide's stance. She said it was not right that Nationwide would simply wash its hands of this matter without taking a more proactive approach. She referred her complaint to me, an ombudsman, to look afresh at her complaint and make 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've reached the same outcome as our investigator for these reasons:

- The starting position in law is that Miss B is responsible for the payments she made. And Nationwide has a duty to make the payments she tells it to.
- But, as supported by the terms of the account, that doesn't preclude Nationwide from making fraud checks before making payment. And, considering regulatory expectations and good industry practice, I'm satisfied that it should fairly and reasonably do this in some circumstances.
- Nationwide were signed up to a voluntary code called the Contingent Reimbursement Model (CRM), that it followed at the time this scam took place. The code described certain circumstances where it would reimburse its customers if they had been victims of a scam, but the circumstances of Miss B's complaint do not meet these criteria. This is because Miss B transferred money to an account in her own name elsewhere, something the code didn't cover.
- But as I have already concluded, Nationwide did have wider obligations towards Miss B, and it ought to have been on the lookout for unusual or suspicious activity and been on hand to intervene if it were to find anything like this. So, I have looked into this, to see whether Nationwide ought to have done more than it did here.
- Looking at Miss B's account history, I'm not persuaded that the 3 payments in question appeared so uncharacteristic that Nationwide ought to have suspected she was falling victim to a scam. They weren't significant in value; and Miss B had made similarly sized payments previously. Given the value of the payments and how they were broadly in keeping with Miss B's previous spending, I don't think I've seen enough to say the payments looked significantly uncharacteristic or risky, in relation to Miss B's account usage, on this occasion.
- It follows that I don't consider it remiss that Nationwide processed the payments in line with the instructions without completing further fraud checks or an intervention. After all, it must balance protecting Miss B from fraud with its corresponding duty to make the payments, she tells it to in a timely manner.
- Finally, I don't think Nationwide had any chance of recovering the money when Miss B reported the scam. This is because she made payments into an account in her name and not elsewhere such as directly to the scammer. The payment from Miss B's Nationwide account sent to her EMI account would have been seen as legitimate as both accounts were in her control. It was only when the payment left her EMI account was the money in the hands of the scammer.
- I do appreciate how disappointing this will be for Miss B and her mother acting as representative for her in this complaint. It is clear to me after reading everything that Miss B has been the victim of a cruel scam. I am sorry this has happened to her, and I do appreciate how distressing this must have been. But for the reasons I've explained, I don't think her losses can be attributed to something Nationwide did wrong. So, I don't uphold her complaint.

### **My final decision**

For the reasons I've explained, my final decision is that I do not uphold Miss B's complaint.

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

Mark Richardson  
**Ombudsman**