

## **The complaint**

Mr N complains that Nationwide Building Society (“Nationwide”) hasn’t protected him from losing money to a scam.

## **What happened**

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Mr N has said that in January 2022 he made numerous payments from his Nationwide account for what he thought was a legitimate investment. Mr N subsequently got in touch with Nationwide and said he’d been scammed. Ultimately, Nationwide didn’t reimburse him, and Mr N referred his complaint about Nationwide to us. As our Investigator couldn’t resolve the matter informally, the case 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’ve decided to not uphold Mr N’s complaint for materially the same reasons as our Investigator.

First, let me say, if Mr N has been the victim of a scam here, he would naturally have my sympathy. However, Mr N would have suffered the loss because of fraudsters, and this wouldn’t automatically entitle him to a refund from Nationwide. It would only be fair for me to tell Nationwide to reimburse Mr N any such loss (or part of it) if I thought Nationwide reasonably ought to have prevented the payments (or some of them) in the first place, or Nationwide unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I’m satisfied Mr N authorised the relevant payments. Nationwide would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Mr N is presumed liable for the loss in the first instance, in circumstances where he authorised the payments. That said, as a matter of good industry practice Nationwide should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam.

However, there are many payments made by customers each day and it’s not realistic or reasonable to expect Nationwide to stop and check every payment instruction. There’s a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds). And I’m satisfied that in January 2022, given Mr N’s account had an extensive history of significant payments to and credits from crypto exchanges, that the payments Mr N has said he made from his Nationwide account in January 2022 and lost to a scam, wouldn’t have looked particularly unusual or concerning to Nationwide at the time. Just one example is on 12 April 2021, when Mr N’s account statements show he paid £29,000 to a crypto

exchange in one day. This is just one example of numerous and an extensive history of significant payments to cryptocurrency which there's no need for me to set out in detail here. In these circumstances, I don't think I could fairly say Nationwide ought to have been concerned about the payments in January 2022. Even if I thought Nationwide ought to have made sure Mr N had authorised them, Mr N would have confirmed that he did, because he did. And I'm not persuaded Nationwide could reasonably be expected to have done more than that here, nor be responsible for not doing so.

The scam payments were sent from Nationwide to a crypto exchange. And unfortunately by the time Mr N told Nationwide he'd been scammed, these funds wouldn't reasonably have been recoverable by Nationwide in the circumstances of this case.

I'm sorry if Mr N was scammed. However, I can't fairly tell Nationwide to reimburse him where I'm not persuaded it reasonably ought to have prevented the payments or been able to recover them.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 15 December 2025.

Neil Bridge  
**Ombudsman**