

The complaint

Mr C complains that Nationwide Building Society ('Nationwide') hasn't refunded all the money he lost to a job-task scam.

What happened

On 1 April 2025, Mr C was contacted by a third party (whom I'll refer to as 'R') about a job opportunity. R told Mr C that by completing sets of tasks on an online platform (which I'll refer to as 'T') he could earn commission. Mr C was also told that he could receive a base salary of:

- £695 for working five consecutive days;
- a further £1,240 after working consecutively for 15 days; and
- a further £3,026 after working 30 consecutive days.

To complete the tasks, Mr C, would need to deposit an amount of USD Coin ('USDC') into his account with T, which would then be refunded upon completion of the tasks, along with the commission earned. R told Mr C that he had pre-loaded Mr C's account with T with the required amount of USDC so that Mr C could complete his first set of tasks for free. After completing the tasks, R helped Mr C to withdraw £65.17 worth of USDC to his digital wallet with a cryptocurrency exchange, which I'll refer to as 'C'.

To complete the next set of tasks, Mr C needed to top up his account with T with USDC. Mr C didn't have sufficient funds in his digital wallet with C, so he transferred £20 from his Nationwide account to his digital wallet with C, before purchasing USDC and sending this to his account with T. After doing so, Mr C was again able to make a withdrawal from his account with T to his digital wallet with C.

Mr C did this twice more without any issue. However, on 2 April 2025, Mr C encountered a problem. After purchasing a set of tasks and completing these, he wasn't able to make a withdrawal. He was told that he needed to complete additional tasks, which he needed to pay for upfront. Mr C was told that after purchasing and completing the second set of tasks, he would be able to make a withdrawal for both sets of tasks.

Mr C transferred £60.88 (via two payments) from his Nationwide account to his digital wallet with C, before making two further USDC purchases which he transferred to his account with T. After completing the second set of tasks, Mr C was able to withdraw his fee for both sets of tasks.

Mr C was then able to buy four sets of tasks, which he was able to complete without any further issue, and he withdrew his fee each time. Mr C withdrew some of the earnings he'd received, totalling £82.78, from his digital wallet with C to his account with Nationwide.

However, on 4 April 2025, Mr C encountered the same issue he'd had previously – i.e., he wasn't able to withdraw his fee for a completed set of tasks without completing more tasks, which he needed to pay for upfront. After which, he was told he could withdraw his fee for both sets of tasks.

Mr C transferred £70.51 from his Nationwide account to his digital wallet with C, before purchasing USDC and sending this to his account with T. However, after completing the next set of tasks, Mr C still couldn't withdraw the fees he'd earned. He was advised he needed to pay for and complete a third set of tasks first.

Mr C transferred £20 from Nationwide to his digital wallet with C, before purchasing USDC and sending this to his account with T. He was able to complete the third set of tasks and then, Mr C was able to withdraw his fees for all three sets of tasks to his digital wallet with C. Mr C then withdrew £92.41 from his digital wallet with C to his account with Nationwide.

Mr C completed two more sets of tasks without issue and withdrew his fees to his digital wallet with C. Again, he was able to make a withdrawal of his earnings, totalling £91.26, from his digital wallet with C to his Nationwide account.

On 5 April 2025, Mr C didn't have sufficient funds in his digital wallet with C to buy enough USDC to pay for the next set of tasks. So, he transferred £71.28 from his Nationwide account to his digital wallet with C, before purchasing USDC and sending this to his account with T. He completed the tasks and was able to withdraw his fee to his digital account with C, but he immediately moved those funds back to T so he could complete more tasks.

Mr C wasn't then able to withdraw his fee, until he completed some more expensive tasks. To do so, Mr C had to send £933.48 from his Nationwide account (via two payments) to his digital wallet with C, before purchasing USDC and sending this to his account with T. He then completed the next set of tasks.

However, Mr C wasn't able to withdraw his fees after completing the tasks. This time, Mr C needed to buy even more expensive tasks. To do so, Mr C had to take out a £3,000 loan before transferring £3,094.40 (via three payments) from his Nationwide account to his digital wallet with C. He then purchased and sent £2,966.01 worth of USDC to his account with T. When he still wasn't able to withdraw, Mr C realised he'd been the victim of a scam.

Below is a table which lists the relevant transactions. Some of the transactions (2, 3, 4 and 5) weren't included in Mr C's complaint. However, they are relevant to the circumstances and so I've included these.

No.	Date	Transaction	Value in £	Balance in £
	01/04/2025	85.87 USDC received from T	+£65.17	£65.17
1	01/04/2025	£20 sent from Nationwide to C	+£20	£85.17
	01/04/2025	101 USDC sent to T	-£76.61	£8.56
	01/04/2025	112.8 USDC received from T	+£85.55	£94.11
	01/04/2025	101 USDC sent to T	-£76.62	£17.49
	02/04/2025	112.06 USDC received from T	+£85.39	£102.88
	02/04/2025	101 USDC sent to T	-£76.59	£26.29
	02/04/2025	112.46 USDC received from T	+£85.72	£112.01
	02/04/2025	101 USDC sent to T	-£76.96	£35.05
2	02/04/2025	£40.88 sent from Nationwide to C	+£40.88	£75.93
3	02/04/2025	£20 sent from Nationwide to C	+£20	£95.93
	02/04/2025	87 USDC sent to T	-£66.15	£29.78
	02/04/2025	1.6 USDC sent to T	-£1.22	£28.56
	02/04/2025	221.5 USDC received from T	+£168.29	£196.85
	02/04/2025	£82.78 sent from C to Nationwide	-£82.78	£114.07
	02/04/2025	101 USDC sent to T	-£76.58	£37.49
	02/04/2025	112.77 USDC received from T	+£85.67	£123.16
	03/04/2025	101 USDC sent to T	-£75.09	£48.07
	03/04/2025	112.48 USDC received from T	+£83.66	£131.73
	03/04/2025	101 USDC sent to T	-£75.14	£56.59
	03/04/2025	112.54 USDC received from T	+£83.78	£140.37
	03/04/2025	101 USDC sent to T	-£75.06	£65.31
	03/04/2025	111 USDC received from T	+£82.86	£148.17
	04/04/2025	101 USDC sent to T	-£76.92	£71.25
4	04/04/2025	£70.51 sent from Nationwide to C	+£70.51	£141.76
	04/04/2025	90.98 USDC sent to T	-£69.40	£72.36
5	04/04/2025	£20 sent from Nationwide to C	+£20	£92.36
	04/04/2025	72.8 USDC sent to T	-£55.53	£36.83
	04/04/2025	307.01 USDC received from T	+£234.42	£271.25
	04/04/2025	£92.41 sent from C to Nationwide	-£92.41	£178.84
	04/04/2025	101 USDC sent to T	-£77.10	£101.74
	04/04/2025	112.4 USDC received from T	+£85.92	£187.66
	04/04/2025	101 USDC sent to T	-£77.40	£110.26
	04/04/2025	111.68 USDC received from T	+£85.22	£195.48
	04/04/2025	£91.26 sent from C to Nationwide	-£91.26	£104.22
6	05/04/2025	£71.28 sent from Nationwide to C	+£71.28	£175.50
	05/04/2025	194.32 USDC sent to T	-£148.63	£26.87
	05/04/2025	212.01 USDC received from T	+£162.16	£189.03
	05/04/2025	212.01 USDC sent to T	-£162.16	£26.87
7	05/04/2025	£913.48 sent from Nationwide to C	+£913.48	£940.35
8	05/04/2025	£20 sent from Nationwide to C	+£20	£960.35
	05/04/2025	1177.85 USDC sent to T	-£891.80	£68.55
9	05/04/2025	£3,010 sent from Nationwide to C	+£3,010	£3,078.55
10	05/04/2025	£42.20 sent from Nationwide to C	+£42.20	£3,120.75
11	05/04/2025	£42.20 sent from Nationwide to C	+£42.20	£3,162.95
	05/04/2025	3877.9 USDC sent to T	-£2,966.01	£196.94

Mr C reported the situation to Nationwide and asked it to reimburse his loss from the scam. Initially, Nationwide said it wasn't responsible for Mr C's loss and declined to reimburse him. However, after Mr C made a complaint, Nationwide agreed it could've prevented the scam from the £3,010 payment on 5 April 2025 onwards.

Nationwide agreed to reimburse scam payments 9 and 10. It said scam payment 11 bounced back to Mr C's account and hadn't resulted in a loss. However, Nationwide thought Mr C had been contributorily negligent and so it thought Mr C ought to take equal responsibility for the loss from scam payments 9 and 10. So, Nationwide only refunded 50% of payments 9 and 10, totalling £1,526.10. Nationwide also paid £150 compensation in recognition of the distress and inconvenience Mr C experienced after initially being told Nationwide wasn't responsible for his loss.

Unhappy with Nationwide's offer to resolve his complaint, Mr C referred his complaint to this service. Our Investigator considered the complaint but didn't uphold it. They agreed that Nationwide could've prevented the loss from the £3,010 payment. However, they thought Mr C's own actions meant he wasn't entitled to full reimbursement as they thought Nationwide's 50% deduction was fair in the circumstances.

Mr C didn't agree with our Investigator's opinion and asked for the complaint to be reviewed again. The complaint was then passed to me to decide.

After considering the complaint, I didn't think Nationwide could be held responsible for Mr C's loss until scam payment 9 (for £3,010). I also thought it was fair for Nationwide to hold Mr C equally responsible for his loss from that payment onwards. However, I thought Nationwide had overpaid Mr C, because when calculating Mr C's redress, it didn't take into account that not all the funds from scam payments 9 and 10 had been sent to T. I thought Nationwide had refunded more than it needed to. However, I thought Nationwide ought to have paid interest on the partial refund.

I wrote to both parties setting out my initial thoughts. To resolve the complaint, Nationwide has agreed to pay interest on the amount it should've refunded to Mr C. However, Mr C didn't agree and reiterated his request to be reimbursed his loss in full.

In response, Mr C has provided new evidence from his digital wallet with C. I've reviewed this information, but it hasn't persuaded me to revise my initial thoughts. As my outcome hasn't changed, I'm issuing 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.

Mr C has provided references for some of our other published final decisions, as he believes these support his claim for a full refund. I don't know the full circumstances of the other complaints Mr C has referred to. However, this service considers each complaint on its own merits. So, when making my decision, I've focused on the individual circumstances of Mr C's complaint with Nationwide, when deciding what a fair outcome is.

In deciding what's fair and reasonable in all the circumstances of a complaint, 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.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations (in this case, the 2017 regulations) and the terms and conditions of the customer's account.

It's not in dispute that Mr C made the disputed payments from Nationwide to his own digital wallet with C, before purchasing USDC and sending this to T. So, the payments were authorised and under the Payment Services Regulations, the starting position here is that Mr C is responsible for the payments (and the subsequent loss). However, that's not the end of the story.

Good industry practice required Nationwide to be on the lookout for account activity or payments that were unusual or out of character to the extent that they might indicate a fraud risk. On spotting such a payment, I'd expect it to take steps to warn the customer about the risks of proceeding.

The first eight scam payments, totalling £1,176.15, weren't so suspicious that I'd have reasonably expected Nationwide to have been concerned that Mr C was at risk of financial harm from fraud. They were relatively low in value, spaced out over a period of five days and interspersed with payments coming back from the same beneficiary account. As a result, I wouldn't have expected Nationwide to have intervened when those payments were made, and I'm not persuaded Nationwide can fairly be held responsible for the loss those eight payments have caused.

However, scam payment 9 was for £3,010, which was significantly larger than the previous payments to C. It was identifiably going to a cryptocurrency exchange, it was the fourth payment to the same destination within less than four hours, meaning a pattern indicative of fraud had emerged. Before processing the payment, Nationwide reasonably ought to have questioned Mr C about the payment.

Nationwide did block the payment, and it spoke to Mr C to confirm the payment was authorised. However, in the circumstances, Nationwide ought to have attempted to understand why the payment was being made and provided Mr C with some advice and education about scams involving cryptocurrency.

Job-task scams were common at the time and if Nationwide had provided some common hallmarks of a job-task scam, I'm persuaded these would've resonated with Mr C and the scam would've been identified and the loss could've been prevented. So, I think Nationwide can be fairly held responsible for the loss caused from scam payment 9 onwards.

However, when considering what fair redress is in Mr C's complaint, I must also consider his own actions, to decide whether he can fairly be held jointly responsible for the loss he's suffered, as Nationwide and our Investigator have argued.

Before Mr C sent any funds from his Nationwide account, he was able to withdraw £65.17 worth of USDC to his digital wallet with C. And prior to scam payment 9, Mr C had sent USDC to T on ten separate occasions, before completing tasks and withdrawing more than he'd deposited, without any problems.

Mr C had encountered the same problem he faced when making scam payment 9 on two previous occasions. To resolve the problem, he'd made extra payments to T, been able to complete new tasks, before being able to successfully withdraw his fees into his digital wallet with C. So, he had previous experience of successfully being able to withdraw by following the same process, which I'm sure added to the believability of what he was doing.

However, I think there were multiple red flags about Mr C's dealings with R and T that reasonably ought to have given him doubt about the legitimacy of what he was being asked to do, such as:

- Mr C was contacted by SMS, out of the blue, about an employment opportunity;
- R wasn't able to give a plausible explanation for how he'd obtained Mr C's details, despite Mr C questioning this on multiple occasions;
- the job was described as a "*hotel marketing specialist job*" but there was no discussion about whether Mr C's skills and experience made him suitable for the role;
- he received no contract of employment;
- the base salary Mr C was told he would receive, for low skilled work and minimal time commitment, was too good to be true and Mr C says he was extremely dubious because of this;
- Mr C searched the number the SMS came from online and sent a screenshot to R showing multiple reports that it was connected to a scam;
- he'd identified, before being asked, that R was going to request funds from him. He said "*This is where the scam starts right? You'll ask me to make a deposit now I'm guessing*";
- he was being asked to pay to work, which he himself found suspicious. He said: "*This is where I'm struggling to believe in the job...Why should I have to add my own money to do the work*";
- Mr C expressed further concerns about paying to work. He said: "*So you are asking me to pay to continue working. Sorry I'd like to quit then. That's ridiculous. Why should I have to pay to work...I cannot take the risk. Sorry. I would like to quit...OK I will leave then*";
- scam payment 9 was considerably more than he'd been asked to pay previously; and
- to fund scam payments 9 to 11, he'd had to take out a personal loan to afford to continue with the work.

Mr C says that prior to agreeing to work, he researched T online and checked for reviews. Through my own independent research, I've found that T's website went live a few days before Mr C was contacted. I can't see that there were any reviews around the time Mr C became involved with T. However, once Mr C identified T was a scam, he sent another screenshot to R of an article that he'd found, which I also found when searching T's name online, which suggested it was a scam. So, given the information that was available at the time, I have doubts about the checks Mr C says he made before making any payments, as there appears to have been no positive information about T at the time.

I appreciate this was a sophisticated scam and R groomed Mr C over a period of several days, including allowing him to withdraw on multiple occasions and that he'd been given reason to believe making scam payment 9 would allow him to complete additional tasks and withdraw his fees.

However, taking into consideration all the circumstances of the scam, I don't think the red flags, referred to above, can be ignored here. It seems Mr C was wary of the opportunity that was presented to him from the outset. In response, Mr C should've acted with more caution than he did, rather than accepting what he was told by R at face value. As a result, I'm persuaded Mr C can fairly be held equally responsible for the loss caused from scam payment 9 onwards.

Mr C argues that at the time of the scam, he was vulnerable due to being unemployed and unable to work due to mental and physical conditions. As a result, he thinks it would be unfair for him to be held responsible for his losses. As I've referred to above, Mr C had doubts about what he was doing and challenged R multiple times about the irregularities of what was going on. He was also able to identify some common hallmarks of scams. So, I'm not persuaded Mr C was vulnerable to the scam and so I don't agree his personal circumstances mean he shouldn't have to take some responsibility for his loss.

In response to Mr C's complaint, Nationwide agreed that the initial answer it had given wasn't correct. In recognition of this, it paid Mr C £150 compensation. Taking into consideration the distress and inconvenience caused by this error, I think £150 is fair compensation and I don't think Nationwide needs to increase this.

Putting things right

I don't think Nationwide is responsible for any loss caused by scam payments 1 to 8. Mr C needs to take full responsibility for any losses relating to those payments. However, I think Nationwide can be held responsible for Mr C's loss from scam payment 9 onwards.

Scam payment 9 (for £3,010) funded a purchase of USDC worth £2,966.01, which Mr C then sent to T. If Nationwide had intervened proportionately when the £3,010 was moved to C, then the subsequent loss of £2,966.01 could've been avoided.

Nationwide has already refunded £1,526.10 to Mr C, which is £43.10 more than it needed to. So, Nationwide doesn't need to reimburse any further funds to Mr C. However, it's offered to pay 8% simple interest per annum on the amount it *should've* refunded (which was £1,483.01) from 5 April 2025 until the date the funds were returned to Mr C. This is to compensate Mr C for the time he was deprived of those funds. I think that's a fair and reasonable way to resolve Mr C's complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 February 2026.

Liam Davies
Ombudsman