

The complaint

Mr A complains that Nationwide Building Society won't refund him after he was the victim of a scam.

What happened

The background to this complaint is well-known to both parties, so I've haven't repeated it in detail here. Instead, I've summarised what I consider to be the key points.

In December 2024 Mr A exchanged messages with a business that claimed to provide advertising and marketing services and after receiving some further details about the packages available, he decided to buy one. There was some difficulty making the payment initially, but the merchant said it accepted payments in cryptocurrency. Mr A had a cryptocurrency account and so he transferred £334.10 from his Nationwide account to his cryptocurrency account and from there he transferred it to the merchant.

Mr A made a number of other payments to his cryptocurrency account from his Nationwide account. The merchant claimed that one of its accounts wasn't working and it asked Mr A to act as an intermediary. It said it would give some of its customers Mr A's payment details so he would receive some payments into another of his accounts, and he would then make payments to the merchant through his cryptocurrency account. Mr A agreed to do this in return for an upgraded marketing package. But it appears that some of the payments Mr A received were then charged back or recalled after he had made corresponding payments to the merchant, leaving him at a loss.

Our investigator considered Mr A's complaint, but she didn't uphold it. She didn't think the transactions were so unusual in terms of amount or frequency that Nationwide ought to have intervened to prevent them. In terms of recovering Mr A's money, she said the payments had been made to another account belonging to Mr A and transferred out of that account to the scammers, so there was no real prospect of Nationwide being able to recover Mr A's money. If it had contacted the payee to request Mr A's money back, it would have been told that the account belonged to Mr A and the money had already been moved on.

Mr A didn't accept the investigator's conclusions. He said he was not complaining about Nationwide's actions in failing to prevent the fraud, but about Nationwide's conduct and actions afterwards, when he explained what happened and asked Nationwide to help him recover his money. He remained concerned that Nationwide hadn't liaised with his cryptocurrency exchange and hadn't attempted to recover his money. He said Nationwide had failed to exercise a duty of care it owed him. He understood that banks were now required to refund customers up to £85,000 for fraud due to new rules. He also said that it wasn't true that his money went to another of his own accounts. While the money was *initially* sent to another of his own accounts, it was then moved on from there to an account controlled by the scammer. Mr A says that but for Nationwide's negligence, he wouldn't now owe arrears on loans, credit cards and his overdraft. He supplied case study material which he thought showed that other cases similar to his own had been upheld previously.

I issued a provisional decision on Mr A's complaint, in which I said:

“Mr A has provided evidence to show that he made the payment of £334.10 as part of this scam. He paid the money for advertising and marketing services which he doesn't appear to have received and he has provided evidence of contact with the scammer that supports this. This payment was made on 21 December 2024 from his Nationwide account to his cryptocurrency account. I can see from his cryptocurrency account statement that Mr A exchanged his money for cryptocurrency and sent it out of his cryptocurrency account the same day, presumably to the scammer's wallet. However, I don't consider the payment was sufficiently unusual that Nationwide ought reasonably to have intervened to prevent it as it was a relatively small amount and not out of character with the size of payments generally made from his account. It wouldn't have appeared to be part of a pattern of suspicious transactions at that point, as he had only made one of payment to the same account for an amount of £1.

In terms of recovering that money, I agree with the investigator that there was no realistic prospect of Nationwide being able to recover it for Mr A. I say this because it is clear it was paid into Mr A's own cryptocurrency account and then paid out of that account promptly. If Nationwide had contacted Mr A's cryptocurrency exchange to request the return of his money, it's quite clear his money had already been moved on and so no recovery would have been possible. In circumstances where there was clearly no prospect of being able to recover a customer's money, I wouldn't necessarily expect a business to attempt it.

While Mr A mentions the APP scam reimbursement rules that came into effect on 7 October 2024, these don't apply to payments made between two accounts controlled by the same customer. Although Mr A says the payment wasn't simply between his Nationwide account and his cryptocurrency account because there was a further, corresponding payment from his cryptocurrency account to the scammer's wallet, that doesn't change the fact that the payment in question here, and which he has complained about to Nationwide, was a payment between his Nationwide account and his cryptocurrency account. The rules Mr A refers to simply don't apply here. Nationwide had no control over what happened to Mr A's money after it was paid into his cryptocurrency account.

I have also considered the case study material Mr A referred to as part of his submissions. Each case is considered on its own particular facts and circumstances and the circumstances of the case Mr A has referred to are quite different to the circumstances of his complaint and they don't change my view.

In terms of the other transactions, Mr A has provided little evidence that he has suffered a loss or how much that loss is. He has provided some screenshots indicating that some of the money that was supposed to be paid to him might have been held or recalled, so I can see how he might have lost money. But there is little detail and overall there is little evidence he has lost money in respect of these transactions and, if so, how much. On that basis, I wouldn't uphold his complaint in relation to those transactions. Also, I can see that payments were made from Mr A's Nationwide account to his cryptocurrency account and then payments were made from the cryptocurrency account, so once again I don't think there was any realistic prospect of Nationwide being able to recover Mr A's money. The evidence, while not complete, seems to show that there was no money remaining in Mr A's cryptocurrency account to be recovered and again the payments wouldn't have been covered by the APP scam reimbursement rules because they were payments between two accounts Mr A controlled.

While Mr A says Nationwide is responsible for him incurring debt through an overdraft, loan and credit card, he hasn't explained or shown how Nationwide is responsible and generally I haven't seen sufficient evidence to uphold his complaint.”

Nationwide responded and said it had nothing further to add.

Mr A responded and said he had been contacted by recovery agents appointed by Nationwide. He said this financial loss – the debt Nationwide was now seeking to recover - had arisen due to the initial scam, which he was hoping we could assist with.

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.

Neither Mr A nor Nationwide have provided me with substantive further submissions or comments and having considered everything, I have reached the same overall conclusion as I did in my provisional decision and for the same reasons.

The further comment and information Mr A has provided doesn't show how he came to owe the debt he says Nationwide is trying to recover from him or how Nationwide is at fault. It seems Mr A is suggesting that if Nationwide had prevented the fraud or helped him to recover his money from the scammer, then he wouldn't now owe the money he is being pursued for. But for the reasons set out in my provisional decision, I don't consider Nationwide was at fault for failing to prevent Mr A's making payments to the scammer. I explained why I didn't consider there was a realistic prospect of Nationwide being able to recover Mr A's money for him. I also explained that he had given us little evidence to show he has lost money in respect of some of the transactions.

As Mr A hasn't provided any further information, comment or evidence about these issues, I've reached the same conclusion as set out in my provisional decision.

My final decision

I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 January 2026.

Greg Barham
Ombudsman