

The complaint

Mr F complains that Nationwide Building Society ('Nationwide') did not reimburse the funds he says he lost to several investments he now believes were scams.

What happened

In 2019 Mr F came across an opportunity that involved Contract for Difference (CFD) trading on a platform I'll call "L", also linked to a company I'll call "F". Mr F says he was told he could expect to earn £300 per day based on an initial £20,000 investment. Mr F has said he might have come across the opportunity via an online search, an automated forex system alert or perhaps being cold called by someone. Mr F made eight payments to L and F and my understanding is that his money was to be used to trade in forex and similar commodities on the platform.

Mr F says he was also contacted by someone about an investment with an unrelated company I'll call "FE". The investment with FE related to the film industry and promised returns of 30% after three years, a tax rebate, tax exemptions after two years and 60% returns over the full term. Mr F made three payments to FE.

Mr F has also said he invested in at least three other investment schemes which he also believes were scams. But under this complaint reference, I will specifically only deal with the payments Mr F made to L, F and FE. The payments to the other investment schemes are unrelated and weren't included in the initial claim or complaint to Nationwide.

Mr F disputes the following payments he made to L, F and FE from his Nationwide account.

Payment	Date	Payee	Payment Type	Amount
1	29 October 2019	A company in the name of W (related to L and F)	Cheque	£20,000
2	29 October 2019	An account held with L	Card payment	£10,000
3	31 October 2019	An account held with F	Faster payment	£10,000
4	1 November 2019	An account held with F	SWIFT international payment	£43,000
5	31 December 2019	An account held with L	Card payment	£1,000
6	31 December 2019	An account held with L	Card payment	£25,000
7	14 March 2020	An account held with L	Card Payment	£5,000
8	14 March 2020	An account held with L	Card Payment	£5,000
9	22 May 2020	An account held with FE	Faster payment	£10,000
10	22 May 2020	An account held with FE	Faster payment	£10,000
11	22 May 2020	An account held with FE	Faster payment	£10,000
			Total payments	£149,000

In June 2024 Mr F instructed a professional representative to raise his claim and a complaint to Nationwide on his behalf. He said he was the victim of a scam and that Nationwide should reimburse his loss under the provisions of the Contingent Reimbursement Model Code (CRM Code), plus interest at 8% per year and £1,000 compensation.

Nationwide issued a response saying that it had tried to get more information from Mr F in order to fully investigate his claim but didn't receive what it needed. As such it couldn't provide him with an outcome to his scam claim and didn't provide him with a refund of the funds lost. Nationwide also listed several questions it needed answers to in relation to the circumstances of the alleged scams.

Unhappy with Nationwide's response, Mr F brought the complaint to our service via his professional representative.

One of our Investigators reviewed the complaint and didn't recommend that it be upheld. Our Investigator asked Mr F for information and evidence about the alleged scams and the circumstances. He was provided with some further information but based on the information available he concluded that there wasn't enough evidence to make the finding that Mr F had been the victim of a scam or had suffered a financial loss because of a scam. As such he couldn't hold Nationwide liable to reimburse Mr F.

Mr F, through his professional representative, didn't agree with the investigator's findings and provided some more evidence. Some of this evidence was related to the alleged scams that don't relate to the above disputed payments. The evidence provided that was relevant to the disputed payments here didn't change our Investigator's outcome, and nor did it answer most of the questions both Nationwide and our Investigator had asked about the circumstances surrounding the investments and payments made or evidence that what happened was a scam.

Since our Investigator's outcome, our Service has clarified what type of payments are in dispute (as per the table above) and confirmed that only the faster payments would be potentially covered by the CRM Code. It was also confirmed that this complaint would only be dealing with the above disputed payments and clarified what information we still require from Mr F – including why he believes he has been the victim of a scam, amongst several other questions. Mr F, through his professional representative confirmed that despite the CRM Code not applying to all payments, the bank still should have taken steps to protect him at the time of all of the payments. But no additional information was provided around the circumstances of the payments.

Because Mr F didn't agree with our Investigator's outcome, it 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.

First, I note that Mr F's professional representative has suggested that Mr F was looking to provide more information and answers to the questions asked. I also acknowledge that Mr F has had some health concerns recently, but no further details have been provided or any recent requests for extensions made because of Mr F's circumstances. But there have been several opportunities to provide the required information throughout this complaint, both when Nationwide first responded to it, when our Investigator first started his investigation and after our Investigator's assessment. Further opportunities to provide evidence were given when Mr F was notified that the complaint would be reviewed by an Ombudsman,

particularly since January 2026 when extensive information has been requested from Mr F's professional representative several times.

I recently got in touch with Mr F's professional representative clarifying the information needed and explained that if a response wasn't received by the date given, I would proceed to make a decision based on the information that was available, and that it would likely be broadly in line with the outcome of our Investigator's assessment.

A response was not received by the date requested. In the circumstances, and in the interest of fairness to both parties, I don't think it's reasonable to delay issuing my final decision any further.

I know it will be very disappointing for Mr F, but having carefully considered all of the information provided, for broadly the same reasons as our Investigator, I am not recommending Nationwide reimburse him. I'll explain why.

Mr F says he has been the victim of a scam and that Nationwide should reimburse him under the provisions of the CRM Code. Since clarifying that only the faster payments would be caught by the CRM Code, Mr F has said Nationwide should still have identified the cheque and the card payments were unusual and should have taken more steps to protect him.

When thinking about whether Nationwide is required to reimburse Mr F any of the payments he made, there are different considerations regarding the relevant rules, regulations and reimbursement schemes that apply to the different methods of payment. But in short, whether Mr F should be reimbursed here is predicated on Mr F having been the victim of a scam.

I've carefully considered the available evidence, and I can't fairly conclude that Mr F has been the victim of a scam in relation to the payments disputed in this case, so Nationwide can't have failed in its responsibilities under the CRM Code or otherwise.

Though Mr F has said he was scammed by L, F and FE, no reasons have been provided for why he thinks he has been scammed. Likewise, no evidence to support the allegations that L, F or FE were operating scams has been provided – despite several requests and opportunities to do so. Similarly, no information has been provided to confirm whether Mr F ever received any returns at any point or how involved he was in the investments – particularly with L and F. Very little information has been provided about how the investments were meant to work or when Mr F realised he would not receive what he expected and concluded that he had been scammed.

I appreciate that L, F and FE appear to have all since stopped trading and my own research shows that there are some negative reviews and that L and F in particular appear to have had some regulatory issues that led to their closing. But I haven't been provided with any evidence or seen any information that sufficiently persuades me that on balance L, F and FE were operating a scam or that Mr F has lost out financially because of a scam.

I also haven't seen any information to suggest Nationwide has treated Mr F unfairly and I don't think it is required to pay him any compensation.

I'm sorry for the situation Mr F has found himself in, and I recognise he has lost a lot of money. But I have not seen sufficient evidence to establish, on the balance of probabilities, that a scam occurred as opposed to L, F and FE being failed investments. As such, I cannot reasonably ask Nationwide to reimburse Mr F his losses under the CRM Code or for any

other reason. And as I cannot determine that Mr F has been scammed, there is no obligation on Nationwide to do anything further in relation to the payments Mr F made.

For the reasons explained, I think this is fair and reasonable outcome in the circumstances.

My final decision

For the reasons set out above, I do not uphold this complaint.

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

Mike Southgate
Ombudsman