

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 May 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.

I sent Mr N and Revolut my provisional decision on 17 November 2025. Now both parties have had fair opportunity to respond, and indeed have done so, I’m ready to explain 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.

I’m very aware that I’ve summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I’ve focused on what I think is the heart of the matter. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it – I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this, reflecting the informal nature of our service as a free alternative to the courts.

Nationwide responded to my provisional decision and said it had no further submissions. Mr N’s representative responded and said it disagreed with my provisional decision. In essence, Mr N’s representative argues that Nationwide’s intervention ought to have gone as far as invoking the Banking Protocol and that this would have made a difference.

I’ve considered everything that’s been said, but I’ve reached the same conclusions as in my provisional decision and for the same reasons. I’ve explained my reasons again below, with some comment where I’ve deemed it appropriate to address Mr N’s representative’s response to my provisional decision.

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).

However, I'm not persuaded here that even if Nationwide had intervened in these payments proportionately, before they were sent, that this most likely would have changed anything. I think it's most likely that Mr N would have made these payments anyway. I say this because Mr N already had by this point the experience he's described in another separate case such that I understand by May 2022 he already had good reason to believe he'd been scammed in January 2022. And I understand from Mr N's representations made via his representative that Mr N found this further opportunity in May 2022 through an acquaintance, that Mr N did independent research after hearing about the investment company; that he reviewed the company's website, examining its contents for signs of credibility, such as clear contact details, a physical address and professional information about its services; and that Mr N also checked Google by searching for the company's name to identify any external reviews, complaints, or other relevant information. Mr N's representative has said Mr N looked for negative reports, news articles, or social media discussions that might indicate the company was involved in fraudulent activities but that he could find none.

I have to be fair and impartial here. And I'm persuaded that if Nationwide had intervened, its most likely Mr N would have said he'd looked into everything. And given Mr N's extensive history of payments to and credits from crypto exchanges, it would have looked like he was experienced, notwithstanding the experience he's mentioned in January 2022. And bearing in mind the research it appears Mr N had already done, and the information likely in the public domain at the time of these payments in May 2022, I can't see that it's likely that intervention from Nationwide is likely to have introduced sufficient doubt in Mr N's mind to prevent him making the payments. In saying this, I've thought about Mr N's representative's argument that Nationwide should have invoked Banking Protocol – essentially not letting Mr N's payments through before he'd been invited to branch with robust intervention and discussion. But there are cases where even intervention as robust as this ultimately wouldn't dissuade a customer from proceeding with such payments. And in this case, given Mr N's history of making payments of this nature, and everything I've said above, I think that even if Nationwide had intervened to this extent (and I'm not necessarily saying I think it should have) that this most likely wouldn't have made a difference here. This means that overall I'm not persuaded it would be fair to say Nationwide reasonably ought to have been able to prevent these particular payments, nor that it would be fair to hold it 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 7 January 2026.

Neil Bridge
Ombudsman