

The complaint

Miss S complains that Nationwide Building Society won't refund the full amount of money she says she lost to a scam.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Miss S complains that she sent several payments from her account with Nationwide to what she believed was a legitimate merchant. Miss S says she was unhappy with a product she purchased from the merchant and asked to be refunded – which the company have declined.

When Miss S says she found out she wasn't getting her money back, she logged a complaint with Nationwide.

Nationwide looked into the complaint but didn't uphold it. It found Miss S was raising a civil dispute instead of a scam. So, Miss S brought his complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator didn't think it had been sufficiently evidenced that Miss S had lost money to a scam.

As Miss S remained unhappy, the complaint has been passed to me to decide.

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 focussed on what I think is the significant part here. 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. This simply reflects the informal nature of our service as a free alternative to the courts.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Nationwide is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams. But those are predicated on there having been a fraud or scam. So, to start, I've considered whether I'm satisfied it has

been sufficiently evidenced that Miss S was a victim of a scam.

Miss S hasn't sent any information to support her claim that he was scammed. She hasn't sent any evidence of contact with a scammer or someone asking her to transfer money, or most importantly that she suffered a loss after the money was sent. So, I'm not satisfied her statements show me more than Miss S making a transfer of funds to a legitimate merchant and to other accounts in her name. Miss S's testimony suggests the dispute she is now raising is most likely to do with the terms of the agreement she has with the merchant rather than a fraud or scam.

So based on everything I've seen, on balance, I'm not persuaded or satisfied it's been sufficiently demonstrated that Miss S made these payments to a scam, and it created a loss. This is because of Miss S's lack of evidence to show that she was in contact and convinced by a scammer to send money. This also means there was no obligation for Nationwide to attempt recovery.

As I've not found any evidence of Miss S being a victim of a fraud or scam, it follows that I don't find Nationwide have done anything wrong when it hasn't recovered or attempted to recover the money Miss S says she lost. I'm satisfied Nationwide wouldn't have any reasonable prospect of successfully recovering this money, due to the fact she paid a legitimate merchant and this appears most likely a civil dispute between her and the retailer.

So, although I've explained Nationwide has obligations when its customers are sending payments, these are predicated on there having been a fraud or scam. I know Miss S will be disappointed by this outcome. But for the above reasons, I don't think Nationwide has acted unfairly by not providing a refund in the circumstances of this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 3 March 2026.

Tom Wagstaff
Ombudsman