

The complaint

Mr H complains that Nationwide Building Society won't refund a payment he made as a result of a scam.

What happened

Mr H paid nearly £6,000.00 in cash for a vehicle that was later seized as stolen and cloned. He found the listing online and, following conversations with the seller and the sharing of documents, withdrew the money at a Nationwide branch before seeing the car and driving it home.

Mr H complained to Nationwide that it failed to protect him from the scam. Unhappy with its decision not to refund him, he brought his concerns to our service for investigation.

I shared my provisional thinking on the matter, which didn't uphold the complaint. In summary, even if Nationwide had stepped in, I didn't think it was likely that it could reasonably have uncovered the scam or prevented Mr H's loss.

Mr H, via his professional representatives, disagreed and asked for a final decision. They submitted that Nationwide could have warned Mr H of the scam risk, given that the vehicle was underpriced, and proposed that Nationwide ought to refund half of his losses.

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.

Having done so, I've not changed my mind about what's a fair outcome to this complaint. I'll explain why:

- It's not disputed that Mr H was the victim of a cruel and sophisticated scam. My role is to decide whether it's fair to say that Nationwide, as his bank, ought to be responsible for his loss.
- While there are rules that mean victims of scams ought to be refunded in certain circumstances, there's no general expectation for a firm like Nationwide to provide a refund. For a cash withdrawal like the one in dispute, a customer is normally responsible for a payment they've authorised.
- But that's not the end of the matter. I've also considered whether Nationwide ought to have recognised that the payment presented a risk of fraud and stepped in before it was made.
- Given the circumstances of this payment, I'm satisfied that Nationwide ought to have spotted that this withdrawal warranted further checks. However, I've not seen persuasive evidence to show that it adequately questioned Mr H in branch about the transaction, as I would have expected.

- But I can't tell Nationwide to put things right simply because it made a mistake. I need to be satisfied that its mistake – in failing to ask open and probing questions to understand the circumstances of the payment – likely caused Mr H's loss.
- Here, I'm not persuaded that a reasonable intervention would've unravelled the scam. I've noted several factors that would've likely reassured both Mr H and Nationwide. Namely, the evidence suggests Mr H had received information and documents from the seller; had agreed to meet at the registered address to inspect the vehicle before paying; and he said he'd completed a full HPI check. It's also suggested that the chassis numbers matched the logbook as expected.
- I recognise it's disputed whether Mr H actually carried out this HPI check. But given the other circumstances didn't suggest he was misleading Nationwide, I'm not convinced I would reasonably expect Nationwide to have asked for proof of it. And even if I did expect that, it's not clear the HPI check would have demonstrated that the car was cloned.
- Mr H's representatives have highlighted that the price of the vehicle ought to have alarmed Nationwide and that it could have used this to warn him of a scam risk. I accept this was the key unusual factor. But, as I explained in my provisional thinking, I don't think a general warning about the price alone would have put Mr H off buying the vehicle, nor do I think it was enough for Nationwide to determine that this was in fact a scam.
- In saying that, I'm mindful that when Mr H withdrew the cash, he was on his way to see the vehicle having completed several checks. So, even with a general warning on the price, I think it's likely he'd have carried on his journey as planned, and having been reassured by seeing the car in person, continued with his purchase.
- Taking this all into account, I'm not convinced that a reasonable, probing conversation to assess the risk of financial harm from fraud would have prevented Mr H's loss here. Instead, I think the scam's sophistication meant it was unlikely – even with Nationwide's reasonable efforts – that a different outcome would have resulted.
- I realise this will be disappointing news for Mr H. But it's not my role to punish Nationwide – and here, I can't see that its failings caused his loss. So I don't think it's fair to ask it to put things right.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 May 2026.

Emma Szkolar
Ombudsman