

The complaint

Ms L complains Nationwide Building Society didn't protect her as it should have when she fell victim to a romance scam.

What happened

The background to this complaint is well known to both parties, so I won't repeat it in detail here. In summary, Ms L alleges she fell victim to a romance scam and that Nationwide did not treat her fairly with the service it provided.

Our Investigator didn't uphold the complaint. Although he didn't doubt Ms L had fallen victim to a scam, he didn't think that Nationwide had acted unreasonably by stopping her payment and preventing any loss occurring. Nor did he think it offered poor service in relation to it protecting Ms L from the scam. Ms L disagreed and requested a decision be reached by an Ombudsman.

Ms L disagreed with our Investigator's view and requested a decision. As our Investigator couldn't resolve the matter informally, the case has been passed to me for a 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 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 here. If there's something I've not mentioned, it isn't because I've ignored it. 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.

I don't doubt Ms L has been the victim of a scam here – she has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean she is automatically entitled to recompense by Nationwide. It would only be fair for me to tell Nationwide to reimburse Ms L for her loss (or a proportion of it) if: I thought it reasonably ought to have prevented all (or some of) the payments Ms L made, or it hindered the recovery of the payments Ms L made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, I agree Nationwide ought to have been on the lookout for the possibility of fraud and should have carried out additional checks before processing payments in some circumstances.

With this in mind, I've noted Nationwide did find Ms L's payment suspicious as it paused it to make some further enquiries. Ms L was questioned and ultimately the payment was not

allowed. This means, as far as I can see, that there has not been any financial loss because of Nationwide protecting Ms L. Therefore, I do not think that Nationwide needs to refund her anything.

Whilst keeping in mind the actions Nationwide did take to protect Ms L, I do not think it acted unreasonably. I have kept in mind that Ms L is a vulnerable adult with two caring dogs. I am sorry to hear of the wider impact she says Nationwide's service had on her whilst being questioned – especially considering she says she has two caring dogs, was only offered water and there were no toilet facilities while she was visiting the branch. I also can appreciate that Nationwide's questions very likely did come across as exceptionally personal. However, I've seen no evidence that Nationwide was seeking to humiliate her or cause her any harm with its actions during or after the scam. I'm persuaded that its questions would have been so probing to ensure it could suitably protect her – especially as a vulnerable customer.

I really do also appreciate that Nationwide freezing Ms L's account and requiring her to travel to branch would have added to this already difficult situation – especially with her also needing to look for parking. However, it is not unusual that funds are frozen where there are concerns of a potential scam – not to inconvenience an account holder or cause them to be without funds, but to ensure the funds are not lost to a scam. If Nationwide hadn't asked Ms L to go into branch, she may well have lost even more money to this scam. So, although I am sorry to hear of the variety of issues this caused her, including the commute and time spent in branch with only water available, I am satisfied that had Nationwide not acted in the way it did, she would have lost even more money to this scam. I've also noted that Nationwide did ensure Ms L had access to funds – for example with a branch withdrawal of £200 authorised for living expenses. I appreciate the impact of needing to go into branch had on Ms L, but at this time it was an important measure to ensure she was not losing funds to a scam.

Additionally, I've noted Ms L feels Nationwide has discriminated against her and breached her human rights. Given the highly stressful situation Ms L has found herself in, due to no fault of her own because of the scam, I can understand why she feels this way. However, from having looked at all the evidence I don't think Nationwide has acted unfairly or unreasonably with its actions. As I explained above, I think all of Nationwide's actions stemmed from ensuring she was protected.

For completeness I will note I have considered the complaint based on what's fair and reasonable with the relevant law in mind. However, if Ms L wants a decision as to whether Nationwide has breached the Equality Act 2010 because of her protected characteristics; she'd need to take this to court. I've considered whether Nationwide failed to make reasonable adjustments based upon her various vulnerabilities, which I don't think it did.

I am sorry to hear about the vulnerable situation Ms L was in at the time of the scam and how the scammer may well have used this to ensure she sent them funds. The repercussions such a cruel scam has had on Ms L are not something I have overlooked when reaching my decision.

The branch staff, although due to the passage they cannot remember Ms L's visit(s), have confirmed they do not usually allow customers to use the bathrooms – because they are in a staff only area. However, an exception can be made for vulnerable customers if required. I do not find it unreasonable that, as a building society, it does not have public bathrooms readily available. And I do find it likely that, had Ms L requested use of a bathroom, if there were sufficient staff available to accommodate this, Nationwide would have attempted to do so. It has also confirmed cold drinks would have been available on request – although as Ms L highlights it's entirely possible those cold drinks were water. However, I do not find it

unreasonable that the cold drink it did offer Ms L was water. As a building society I would not necessarily expect it to have a variety of drinks on offer.

I've also noted that Nationwide recorded on its system that Ms L required meetings in an accessible area due to her mobility issues – which suggests not only was it aware she was vulnerable, but that it was actively taking steps to accommodate her where possible.

Additionally, I have also considered Ms L's points in relation to the service failings she believed occurred with Nationwide. However, I've not seen any evidence she was supplied with any conflicting information which caused her detriment. Instead, it looks most likely that Nationwide was only seeking to protect her from being scammed. Because of this, I do not consider it necessary to obtain any police records, as Ms L suggests, in this instance.

Consequently, whilst Ms L has undoubtedly been the victim of a cruel scam, I can only uphold her complaint if I'm satisfied Nationwide's failings caused her loss, distress and/or inconvenience. As I've not seen sufficient evidence to suggest Nationwide was unfairly treating Ms L with the service it provided, during calls or in branch, I do not think there are reasonable grounds to make an award for its service.

My final decision

My final decision is I do not uphold this complaint against Nationwide Building Society.

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

Lawrence Keath
Ombudsman