

## **The complaint**

Mr R complains that Nationwide Building Society didn't do enough to prevent him losing money to a recovery scam.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here. Mr R had previously been a victim of an investment scam. In 2022 he was contacted by a third party who said they could reimburse him with what he'd previously lost.

Mr R says he'd already been reimbursed for that loss by Nationwide, but the scammer made everything sound convincing and plausible. He was told he'd need to make payments and he did so with the scammer connected to his laptop by remote access software. Mr R says the scammer also made payments back into his account which reassured him it was all genuine.

As a result of the scam, between 28 November and 1 December 2022 a total of six payments were made from Mr R's account towards the scam – these totalled £21,900. He also received two credits back into his account within the same timeframe and these totalled £8,006.

Mr R says all the payments went to accounts in his own name and Nationwide agree, adding that the 'confirmation of payee' when sending the payments confirms this. From there they were sent on to the scammer as cryptocurrency. When the incoming payments stopped, Mr R realised he'd been a victim of a scam and contacted Nationwide. Nationwide's complaint response said that Mr R had suffered no loss as a result of the payments leaving his account with them, as they'd gone to other accounts in his name. Mr R referred the matter to our service and one of our Investigators didn't recommend it should be upheld. In summary she didn't think the payments were unusual enough to warrant intervention by Nationwide, or that if they had intervened, that this would have made a difference.

## **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 sorry to hear Mr R has lost money to a scam. But my role requires that I remain impartial, and it would only be fair for me to direct Nationwide to reimburse him if I think they are responsible for errors that either caused the loss or hindered its recovery. I don't think they are, and I'll explain why.

Firstly, at certain times Mr R has said that the payments were made by the scammer using remote access software. But even if the transactions were physically keyed by someone else, Mr R accepts he was present and aware the payments were leaving his account at the relevant time. So in these circumstances I consider the payments to be authorised.

Nationwide should be on the lookout for unusual or suspicious payments which may indicate their customers are at risk of financial harm. But there is clearly a balance to be struck between stopping and checking payments and allowing customers free access to their funds. It's not practical to expect banks (or building societies) to stop and question all payments (or even all those of significant value).

I've reviewed the activity on Mr R's Nationwide in the months prior to the scam. And whilst Mr R did send a lot of money from his account in a relatively short period of time, I can't fairly say that this should have stood out to Nationwide as so unusual or suspicious where I'd expect them to have done more before processing the payments. This is in the context of Mr R's previous account history. I won't list every instance of larger payments, but the previous transactions include a day in October 2022 where Mr R made three payments from his account each for £10,000. There are also occasions where Mr R makes transfers (albeit to what look to be other Nationwide accounts of his) for £20,000 and £30,000. Against this backdrop, I can't fairly say the payments made as a result of the scam would have stood out in such a way that I think Nationwide should have done more.

And given the other accounts that received the funds were in Mr R's own name, I wouldn't expect Nationwide to pursue recovery as Mr R could instruct this himself. And his testimony is that no money remained in any case.

Again, I'm sorry Mr R has been the victim of a scam in this way. And despite my natural sympathy, as I don't think Nationwide are at fault here, I can't fairly require them to do more to resolve this complaint.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 October 2023.

Richard Annandale  
**Ombudsman**