

The complaint

Miss B is unhappy that Nationwide Building Society didn't follow her instruction to cancel a recurring transfer instruction that she'd set up on her current account.

What happened

The circumstances that led to this complaint are well known to both parties, so I won't repeat them in detail here. But, in summary:

- In May 2023 Miss B set up a £20 recurring transfer from her current account to what is now her ex-partner's account. She thinks she cancelled the instruction on 6 July 2023 so was surprised when a further payment was taken on 12 July 2023. She complained to Nationwide but it said her request to cancel the instruction had failed and she would have been shown an error message confirming this. Miss B maintained that she'd seen confirmation that the payment instruction had been cancelled and so referred a complaint to this service.
- Our investigator didn't think Nationwide had done anything wrong, so she didn't uphold the complaint. Miss B remained unhappy, so the complaint has come to me.

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 reached the same conclusion as the investigator for much the same reasons. I won't repeat everything the investigator said, but I note in particular that:

- Where matters are in dispute, I must make my decision based on what I think is most likely to have happened, keeping in mind everything I've seen and have been told by both parties.
- Miss B remembers having seen confirmation that the payment instruction had been cancelled. But Nationwide's records suggest otherwise – these show Miss B's cancellation request having been received but *"Your transaction has not been completed...A payment is due today to this payee."* I see no reason to suspect that Nationwide has manipulated or falsified this evidence. So I think it's more likely than not Miss B's cancellation request did not go through.
- After realising the 12 July payment had left her account, Miss B contacted Nationwide using the online chat function. At the end of the conversation she said she would have to try to get the money back from the recipient and this was an awkward situation. She contacted Nationwide later that day to make a complaint about the matter. Nationwide didn't offer to try to reclaim the money in either conversation. But the society says if Miss B had asked about this specifically then it would have recommended she first try to get the money back direct from the recipient as doing so is usually quicker. In my experience, that is often the case because Nationwide can't simply recall the payment

and give the money back to the sender. It has to contact the recipient and get their consent to remove the money from their account and there's no guarantee that the recipient will agree to this.

- I appreciate it may have been awkward for Miss B to ask the recipient for the money back, given their relationship at that point in time. But I'm pleased to hear that he did agree to return the money.

Overall I can't fairly conclude that Nationwide made a mistake with the payment instruction and/or should now pay any compensation to Miss B.

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 B to accept or reject my decision before 22 February 2024.

Ruth Hersey
Ombudsman