

The complaint

Mr R is complaining about Nationwide Building Society because he was unable to use his credit card to complete a transaction.

What happened

Mr R has a credit card with Nationwide and one of its benefits is that it doesn't charge fees for overseas purchases. In September 2023, he tried to make a purchase while he was in Turkey but his initial attempts were unsuccessful. After this, Mr R called Nationwide to try and resolve the issue but the operators weren't able to tell him why it hadn't gone through.

In the end, Mr R had to use another credit card, which did charge a non-sterling transaction fee, to complete part of the purchase. He was then able to use his Nationwide card for the remainder.

Nationwide didn't uphold Mr R's complaint. It said its records show five transactions on the day in question. It said the first three at 10.13, 10.49 and 10.50 appear to be preauthorisation requests as no amount was entered. It was after this that Mr R called Nationwide.

Later on the same day, Nationwide says its records show two more transaction attempts, the first of which was declined due to an incorrect pin number being entered. This was followed by the final attempt two minutes that was authorized and approved.

Our investigator didn't recommend the complaint be upheld. She felt the evidence provided supported Nationwide's account of events and didn't believe this showed it had done anything wrong.

Mr R didn't accept the investigator's assessment and made the following key points:

- He reads and understands Turkish well and could see an amount on screen for each of the unsuccessful transaction attempts.
- He believes the earlier transactions were stopped because of Direct Currency Conversion (DCC), which is mentioned on the receipts for the declined transactions.
- He also believes Nationwide should have called him back after his first call was cut off.

The complaint has now been referred to me for review.

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 overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and what I consider was good industry practice at the time.

I think it's also relevant to explain that the Financial Ombudsman Service is not the industry regulator and we don't write the rules for financial businesses or have powers to fine or punish businesses where these aren't followed. I'm also not in a position to instruct Nationwide to change its processes in the manner Mr R suggested when he first contacted us. Our role is instead to consider individual disputes and reach what we believe is a fair and reasonable conclusion in the specific circumstances of each case.

There are many potential reasons why the three original transaction attempts before Mr R called Nationwide weren't successful, some of which could be down to Nationwide and others to the actions or practices of the merchant involved. It's also possible for transactions to be declined due to cardholder error, although there's nothing to suggest that was the case here.

It's clear the transaction being attempted was within Mr R's credit limit and there's no other obvious reason it couldn't complete. Nationwide says it was initially unsuccessful because no amount was entered by the merchant and this is supported by the evidence from its records. It seems clear all details were entered correctly by the merchant later in the day and Nationwide approved that transaction. It's unclear why it wouldn't have approved this earlier on if all details had been entered correctly at that point. I have considered Mr R's comments carefully, but I don't think he's provided anything that clearly demonstrates Nationwide was at fault here. In the absence of evidence to support that conclusion, I don't propose to uphold this complaint.

I've noted Mr R's dissatisfaction that Nationwide didn't call him back after his first call was cut off when he ran out of credit on his mobile phone, and I realise it must have been frustrating for him to have to call back. But Nationwide has said its operators are only set up to receive inbound calls and its for Nationwide to decide how its services function. And in this particular case, after listening to the call, I don't think the operator would have known the reason it was cut off. It could equally have been the case that Mr R had decided to terminate the call and that a call back at that point wouldn't have been welcome.

It's for these reasons that I'm not upholding Mr R's complaint. I realise this outcome will be disappointing for him, but I'm satisfied it's fair and reasonable in the circumstances.

My final decision

For the reasons I've explained, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 May 2024.

James Biles **Ombudsman**