

The complaint

Miss S complains Nationwide Building Society unfairly refused to refund her unauthorised transactions on her account.

What happened

Miss S noted transactions on her Nationwide account that she didn't recognise. She brought the complaint to our service, and it was reviewed, and upheld. Miss S accepted the Nationwide offer in full and final settlement of her complaint. The case was resolved and closed in October 2020.

Following this complaint, Miss S contacted our service in February 2023 regarding additional transactions on her Nationwide account. An Investigator asked Miss S to provide details of the specific transactions, but Miss S hasn't been able to provide these. The Investigator explained to Nationwide that Miss S had been in touch regarding disputed transactions and it reviewed Miss S's complaint. Nationwide said it didn't have details of any new disputed transaction claims. But as part of this review, it found that it hadn't fully settled the redress under Miss S's previous complaint as there were transactions which it hadn't refunded.

The Investigator explained Nationwide's error to Miss S and outlined the redress that remained unsettled. This was detailed as follows:

- A full refund of £1,076.08 in disputed transactions.
- 8% compensatory interest for the Europcar payments from 20 November 2020.
- £150 compensation.

Miss S didn't accept the Investigator's review as she maintained there were additional transactions that hadn't been accounted for.

Dissatisfied with this review, Miss S asked for her complaint to be reviewed by an Ombudsman.

I issued my provisional decision on 11 March 2024. Both sides have now replied so I will issue my 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 have included my provisional findings below.

What I've provisionally 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.

Firstly, I'm sorry to see Miss S has had cause for complaint. I don't underestimate the worry this situation has caused, and also the stress of dealing with the complaint about it. Having looked at the complaint fully, my review of the evidence has led me to the same overall conclusions as the Investigator previously set out. I will explain why.

Miss S contacted our service in February 2023 explaining there were unauthorised transactions on her account that Nationwide hadn't refunded. I can see the Investigator has asked Miss S repeatedly for specific information about which transactions Miss S was disputing.

To date, Miss S hasn't been able to provide clear details about her complaint. Miss S has provided invoices to support her claim, but these don't provide the necessary information to assess a complaint about disputed transactions on her account.

Nationwide has also been asked for details about the new transactions Miss S disputes, but it says its records don't contain any specific details. It has explained it is willing to review Miss S's new complaint once she provides details of the transactions she is disputing.

The relevant legislation says a bank can only hold a consumer liable if the transactions were authenticated and consented to by the consumer. I'm afraid without Miss S being able to show which transactions she's disputing I can't safely conclude that she didn't consent to them. As such, based on the available evidence I can't see that Miss S has incurred a financial loss or that Nationwide has acted unfairly. So, I won't be asking Nationwide to take any action under this complaint.

However, as the Investigator explained to Miss S, it does seem Nationwide hadn't fully settled Miss S's previous complaint about disputed transactions. As these transactions were reviewed and dealt with under a previous complaint with this service, it is not appropriate for me to consider the outstanding settlement due to Miss S under this complaint. Instead, Nationwide will be directed to make the payment it still owes Miss S under the previous complaint with our service. This will ensure the complaint is fully settled in line with the agreed recommendation Miss S accepted.

I appreciate the process has been frustrating and confusing for Miss S. I hope my explanation provides Miss S with some clarity, and she understands that her concerns have been carefully considered.

Responses to my provisional decision

Nationwide responded to the decision explaining it accepted my findings. It confirmed it would pay the remaining settlement due to Miss S under her previous complaint.

Miss S responded reiterating that funds hadn't been returned to her account. Miss S also referred to a chargeback claim. I would encourage Miss S to contact Nationwide directly regarding any chargeback claim as her complaints have concerned disputed transactions, and we haven't considered any chargeback issues.

I can see Miss S feels strongly about being due additional funds, and I do agree that Nationwide needs to fully settle the previous complaint Miss S raised with our service. But as explained in my provisional decision, I can't issue any additional findings on this complaint about unauthorised transactions on Miss S's account without specific details of the transactions in question.

I understand Miss S will be disappointed with my decision, but I hope it provides her with some clarity and I want to assure her that the issues she has raised have been carefully

considered.

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 S to accept or reject my decision before 16 April 2024.

Chandni Green
Ombudsman