

## **The complaint**

The estate of Mr G complains Nationwide Building Society (“Nationwide”) should refund it for unauthorised transactions from Mr G’s account.

This complaint has been brought by a representative on behalf of the executor of the late Mr G’s will. To keep things simple, and in the hope both parties don’t mind, I will simply refer to “Mr G” throughout the complaint.

The complaint is in relation to transactions on Mr G’s account which were made by his partner at the time, to keep things simple I will refer to them as “B” throughout my decision.

## **What happened**

The facts of this case are well known to both parties, so I won’t repeat them in detail here.

In summary, the representative says transactions were made on Mr G’s account by B which weren’t authorised by him. As she lived with him for some time prior to his passing she had access to his card and PIN, and she had set up an online banking account in Mr G’s name. However, the representative is adamant Mr G did not authorise B to make a transfer of £25,000 into her own account or the cash withdrawals at the post office in July 2023.

Nationwide says the cash withdrawals required the genuine card and PIN, and the online transfer required the online banking credentials. And it thinks Mr G must have made these himself or given B the authority to do so on his behalf. So, it says it won’t refund these.

Our investigator considered this complaint and decided not to uphold it. Mr G’s representative didn’t agree, so the complaint 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.

Generally speaking, Nationwide is required to refund any unauthorised payments made from Mr G’s account. Those rules are set out in the Payment Service Regulations 2017. Mr G’s representative has said he didn’t carry out the transactions in dispute. So, I have to give my view on whether I think Mr G did authorise the transactions himself or gave someone else the authority to do so on his behalf.

Nationwide’s evidence is that the transaction for £25,000 to B’s account was made online via Mr G’s online banking. It has also shown the cash withdrawals were taken out via the post office using the genuine card and PIN. Mr G’s representative says these transactions were all completed by B without Mr G’s authority or consent. So, this case comes down to whether I think Mr G gave B the authority to carry out the transactions, or whether she did so fraudulently.

The evidence states B was living with Mr G and she cared for him on a daily basis while he was unwell. There is also evidence from the representatives that B was in charge of the

running of the house they lived in. But the representative says B obtained a debit card and also registered for online banking without Mr G's knowledge. I understand Mr G was very sick in the months leading up to his passing, but without his evidence it's difficult to say what he did and did not consent to. However, the facts show that he had trusted B to look after him and the house, so I don't think it's unreasonable to say he also allowed her to take care of his finances.

There has been no evidence that Mr G disputed any of the transactions on his account prior to his passing. While I understand he was unwell in that last month in which the transactions took place, there is reference to a conversation he had with his son about why he allowed her to transfer £25,000 into her own account. This shows he had knowledge of this transfer and didn't dispute it with the bank as unauthorised.

I've not seen any evidence to persuade me that B took the card and PIN without consent. And under the regulations which apply it seems more likely that B had been using Mr G's account with "apparent authority" – which simply means Mr G had allowed her to use his account, perhaps for spending in relation to his needs and the house. However, without taking steps to remove the apparent authority, like cancelling the card or changing his PIN, B had the authority to continue to make transactions on the account as if it were her own.

I've also considered whether Nationwide should've done anything else in the circumstances. There is no evidence that the bank was made aware of Mr G's vulnerabilities or his inability to manage his finances. While the transactions in dispute were carried out over the period of a month, there was nothing to alert them that these might be fraudulent – especially considering it hadn't been made aware of the card being lost or stolen. So, I don't think it's fair to say Nationwide had cause to intervene.

I know this outcome will come as a disappointment, but for the reasons outlined above I don't think it would be fair to ask Nationwide to refund these transactions as I am not persuaded they were unauthorised.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr G to accept or reject my decision before 17 March 2025.

Sienna Mahboobani  
**Ombudsman**