

## **The complaint**

This complaint is about a current account Mr B holds with Nationwide Building Society (NBS).

In essence, the complaint is that on two occasions during a recent overseas trip, Mr B's debit card was blocked for security reasons when he attempted to carry out a transaction. On both occasions, Mr B was able to satisfy NBS that the transactions were genuine and he had authorised them. But in doing so, Mr B incurred roaming charges on his mobile phone for which he thinks NBS should reimburse him. NBS has offered him a goodwill payment of £30, but says it was acting in his best interests.

## **What happened**

The above summary is in my own words. The basic background to this complaint is well known to both parties so I won't repeat the details here. Instead I'll focus on giving the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint.

## **What I've decided – and why**

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job of the Financial Conduct Authority (FCA). We deal with individual disputes between businesses and their customers. In doing that, we work within the rules of the ombudsman service and the remit those rules give us. We don't replicate the work of the courts.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr B has asked that I call him to discuss what he believes is new evidence. However, if Mr B has new evidence, he could have brought this to the investigator's attention at any time whilst the case has been awaiting review by an ombudsman. In any event, it is for me to assess whether I have enough evidence from the parties to decide a complaint fairly. Here, I'm satisfied I have all I need to do that.

The starting point here is that NBS has a duty to protect its account holders against the threat of fraud. To help NBS meet that duty, the terms and conditions of the account, which constitute the contract between NBS and Mr B, allow the business the right to refuse a transaction and seek verification if it has reasonable grounds to suspect one or more of the following:

- illegal or fraudulent activity;
- the payment is a scam; or
- the account has been or is likely to be misused.

That's what happened here, and in both cases, I find that NBS acted reasonably. Having no regulatory power means it is not open to me to challenge or question the criteria NBS uses to judge when and in what circumstances it exercises its judgement on what constitutes reasonable grounds.

All I would add is that whilst Mr B did carry out several more transactions while overseas, the two that were blocked were both for significantly larger amounts than those that weren't challenged. Also, on both occasions, NBS was able to remove the block and allow the transaction to proceed within a matter of hours.

I fully understand that NBS' intervention caused Mr B some inconvenience and cost, but insofar as NBS' actions were reasonable, I can't fairly require it to reimburse Mr B. In my view, the potential risk of inconvenience and cost such as that Mr B experienced are a "trade-off" for the protection against the threat of much greater loss businesses such as NBS are required to provide to their customers.

I appreciate Mr B doesn't hold NBS' goodwill gesture of £30 in much regard. However for the reasons I've set out above, NBS isn't obliged to do more than it has already done.

### **My final decision**

My final decision is that this complaint should fairly resolved by Nationwide Building Society paying Mr B £30 in full and final settlement. I make no other order or award.

My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further discussion of the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 January 2025.

Jeff Parrington

**Ombudsman**