

## **The complaint**

Mr and Mrs S complain that Nationwide Building Society (“Nationwide”) won’t refund transactions totalling £2,011.67 they didn’t make or otherwise authorise from their joint account.

As we’ve been corresponding with Mr S mainly, for ease of reading, I’ve only referred to him in this decision.

## **What happened**

In mid-July 2024, Mr S contacted Nationwide and reported 27 unrecognised card transactions – as well as associated non-sterling transaction fees – as fraud after noticing they had debited his account. Nationwide declined the claim on the basis that Mr S’s genuine device was used to make the transactions and there was no explanation for how it could have been compromised without his knowledge.

Mr S brought his complaint to this office, and our investigator upheld it as they weren’t satisfied that Nationwide had sufficiently evidenced that the disputed transactions were authorised by him.

Nationwide disagreed and so the complaint was passed to me to decide.

## **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 agree with the conclusions reached by the investigator.

As a starting point, in line with the Payment Services Regulations 2017 (PSRs), Mr S is liable for authorised payments and Nationwide would be liable for unauthorised payments – and it’s for Nationwide to show the payments were correctly authorised.

Nationwide claims the disputed payments must have been authorised by Mr S given its technical data shows that the device used to make them was also used for genuine, uncontested spending. It’s provided a system screenshot which it says shows other transactions were made using the same device that was used for the disputed transactions.

I recognise that if there were undisputed payments made from Mr S’s account prior to him contacting Nationwide, this would cast some doubt over his version of events about what happened. But the difficulty with the screenshot Nationwide has provided is that it is only a snippet and it lacks some crucial information such as the exact date and time of the transactions that are listed. Also, initially Nationwide said the screenshot showed three undisputed transactions. But it has since confirmed that two were declined, meaning they weren’t successful and didn’t post on Mr S’s account. Mr S has told us he wouldn’t have disputed any unsuccessful transactions as he wouldn’t have known about them at the time he contacted Nationwide.

In relation to the third transaction which it says was made on the same device but isn't being disputed, Nationwide has highlighted a payment from the end of June which appears on Mr S's statement on 1 July. I've carefully considered Nationwide's submission, but I'm not satisfied it has sufficiently demonstrated that the payment which appears on Mr S's statement is the same transaction that it has sought to rely on in the screenshot. I'll explain why.

First, I can't see Nationwide asked Mr S about this payment at the time of considering his claim or complaint. Nor has it since sought confirmation from him as to whether he recognises it. It's not for our service to prove Nationwide's case for it – and I don't consider at this time it would be beneficial to ask.

Our investigator asked to see the complete version of the technical data which Nationwide had previously provided a snippet of to show this transaction is the one on Mr S's statement. It states it's unable to provide this. As I've mentioned, the snippet doesn't contain the date and time of the transactions. We also know now that it shows successful and declined transactions. So, while Nationwide claims that the transaction is the successful payment which appears on Mr S's statement, it's equally possible that it could be a declined transaction to the same merchant.

Nationwide argues that although the screenshot doesn't show the individual transaction dates or times, the date range used to filter the data is still visible. It's provided the payment authentication data for the same period and submits that there's only one payment to the said merchant. I acknowledge that the authentication data only shows one payment, and it appears to relate to the stated payment. But the investigator noted, and Nationwide hasn't said otherwise, that the authentication data only shows successful payments. If the transaction in the screenshot was unsuccessful, it seems it wouldn't appear on the authentication data. The date range is also for a full month, and the merchant paid isn't one I would consider so specialist or uncommon that both Mr S and the scammer couldn't have attempted payments to it in this time period.

The investigator asked Nationwide whether the transactions in the screenshot were the only ones that were attempted using the said device. In response, Nationwide provided a longer list which appears to include only the transactions Mr S has disputed. The investigator noted the list didn't include the three transactions which Nationwide claimed weren't contested, leading them to conclude that all three were unsuccessful – not just the two that it confirmed. Nationwide hasn't responded to the investigator's conclusion on this.

I've thought very carefully, and I'm not satisfied that Nationwide has clearly evidenced its position on authorisation. As it is for Nationwide to show that the disputed payments were correctly authorised by Mr S, and I don't think it has, it follows that the transactions must be deemed unauthorised and therefore refunded.

### **Putting things right**

As I'm not persuaded that Nationwide Building Society has shown that the disputed transactions were authorised, it needs to refund them along with the associated non-sterling transaction fees. It also needs to add simple interest at 8% per year to the amount refunded (less any tax lawfully deductible), calculated from the date of each disputed transaction to the date of settlement.

**My final decision**

For the reasons given, my final decision is that I uphold this complaint. Nationwide Building Society needs to put things right for Mr and Mrs S as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 23 October 2025.

Gagandeep Singh  
**Ombudsman**