

## **The complaint**

Miss L that Nationwide Building Society is holding her liable for the debt on a loan which she says she neither applied for nor knew about.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In June of 2024, Miss L was approached on a social media platform by someone advising that they would assist her to improve her credit score. Unfortunately, this resulted in multiple loans, credit cards, and overdrafts being taken out in her name.

When Miss L complained to Nationwide, it said it had acted in line with the terms and conditions of the account. It said Miss L knew about both the credit card and the loan, the funds had been sent to an account in her name, and there was no evidence of fraud. Miss L wasn't satisfied and so she complained to this service stating that she didn't apply for the loan, the overdraft, or the credit card, and she didn't benefit from the funds.

Our investigator was satisfied that Nationwide wouldn't have reasonably known a third-party was involved at the time of the applications, because Miss L's genuine details were used, and it carried out reasonable checks to ensure the applications were genuine. And he noted that the messages between Miss L and the third party showed she agreed to the loan and the credit card being taken out, and that she would benefit financially from them.

He further noted that it was clear from the calls Miss L had with Nationwide that she knew she'd opened a Flex account and was trying to make payments from the account to another account in her name. She also confirmed she had a Flex account, a credit card account, and a personal loan with Nationwide. He accepted the credit card and loan accounts might have been applied for by a third party, but he was satisfied Miss L had consented to them and had an agreement that she would benefit from them being opened. So, he was unable to recommend that Nationwide should write off any balance owed on the accounts.

Miss L has asked for her complaint to be reviewed by an Ombudsman. She accepts that she opened the Flex account, but she says she didn't give permission for the loan, credit card, or overdraft to be opened in her name. She also accepts giving the third party the card details, but she didn't gain financially, and she only used the credit card because she had no means to live. She has also explained that even though money was transferred to an account in her name, this was an account opened without her knowledge.

## **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 conclusion as our investigator. And for largely the same reasons. I know she feels strongly about this complaint, and this will come as a disappointment to her, so I'll explain why.

Having carefully considered this complaint, I'm afraid that I agree with our investigator that the accounts were either opened by Miss L, or by a third party with Miss L's knowledge and consent.

The messages between Miss L and the third party suggest that she opened the Nationwide account herself and gave her personal details to the third party so that he could set up other accounts for her. She also stated that she 'finished off' one of the loan applications and referred to transactions she'd made using the credit card, and the overdraft.

Additionally, during a call with Nationwide on 12 July 2025, Miss L said she had a personal loan with Nationwide, and on 29 July 2025, she said that she needed the restrictions on her account to be lifted because she needed to make loan repayments. And during a call on 24 June 2025, she told the call handler that she had opened a Flex account, and on 28 June 2025, she said she'd opened the account and was waiting for a card reader. She also mentioned the credit card on 12 July 2025.

So, I'm satisfied Miss L opened the Flex account, and she knew about the loan, the credit card and the overdraft, had consented to the being opened in her name.

Miss L has argued that she didn't benefit from any of the accounts and didn't make all of the transactions. But she accepts having used the credit card, and I'm satisfied that she believed that she would benefit financially when she opened the flex account and when she gave the third party the information required to open accounts in her name. And in those circumstances, I can't fairly ask Nationwide to cancel the accounts or write off any of the balances.

For completeness, I've also considered more broadly whether there is anything else I would have expected from Nationwide and in the circumstances, I'm satisfied it did enough. For the reasons I've explained, I can't fairly tell it to do anything further to resolve this complaint.

### **My final decision**

For the reasons I've outlined above, 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 L to accept or reject my decision before 26 December 2025.

Carolyn Bonnell  
**Ombudsman**