

The complaint

Mr T says Nationwide Building Society (“Nationwide”) refuses to refund him for transactions on his account he says he didn’t authorise.

What happened

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

In short, Mr T says his iPad and iPhone were stolen from his home on 13 November 2024 when he had friends and family over to celebrate his birthday. He says he thinks someone has used these devices to make unauthorised transactions on his account totalling more than £32,000. Mr T says he only realised unauthorised transactions were made on his account after trying to make a genuine purchase, which was declined. Mr T would like the money returned by Nationwide.

Nationwide says the evidence shows the first payment was made using a known device from Mr T’s regular IP address, which was then authenticated in his mobile banking app. The following payments in dispute were made using Apple Pay via the merchant’s app. Nationwide says it is more likely than not these transactions were made by Mr T, as the first transaction was made the day before he says his devices were stolen. It also provided evidence that Mr T received incoming payments from the company the payments had been made to, which is not usual of fraudulent activity. However, it says if the transactions were not made by Mr T, he was grossly negligent in allowing a third party to obtain his online banking details. So, it has refused to refund these transactions.

Our investigator considered the complaint but felt it was not one she could uphold. Mr T wasn’t happy with this outcome, 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.

Before I set out my thoughts, I want to acknowledge that I have summarised this complaint briefly and, in less detail, than has been provided. I’ve focused on what I think is the heart of the matter. Please rest assured that while I may not comment on every point raised, I have considered it. I’m satisfied that I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this and reflect the fact that we are an informal service and a free alternative for consumers to the courts.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Mr T has provided evidence in support of his complaint which I have read in detail and considered carefully. However, there are some inconsistencies in what Mr T has told us, which makes it hard for me to rely on his evidence. Mr T says his devices were stolen on 13 November 2024 when friends and family had come to his house to celebrate his birthday. However, the evidence supplied from Nationwide shows the first transaction was made on the evening of 12 November 2024.

Nationwide has provided evidence to show the first transaction was completed using his registered iPhone device and verified in his mobile banking app using his biometrics. It was also made from the same IP address seen on Mr T's account many times for genuine banking activity. Even if I accept that Mr T may have got his dates mixed up, and his iPhone and iPad were stolen on the 12 November 2024, whoever made this first transaction in dispute wouldn't have been able to do so without him as it was authorised via his biometrics. Nationwide has provided evidence that the biometrics used to authorise this transaction had been registered on his account since February 2024 – and these haven't been changed. So, it seems likely this transaction was made by Mr T.

The following transactions in dispute were all made using Apple Pay which was tokenised with an ID number ending in 3882. This same token ID was used to make an undisputed purchase on 16 November 2024 – so it seems likely that Mr T had this device as it was used in-between the disputed transactions for a genuine payment.

Mr T is adamant that he is not responsible for the payments in dispute and that he has been a victim of identity theft. He says he thinks fraudsters have made regular payments using the stolen devices to appear genuine. He also says he thinks he is the victim of IP spoofing – where his IP address has been mimicked to look like his genuine recognised IP address. I've thought about these points, but I am not persuaded by what Mr T has said. Mr T had sight of his bank statements and has highlighted the disputed transactions, the payment made on 16 November 2024 to a shopping website was not raised as unrecognised at this point. And I think if it was made by a fraudster and not him, I think he would've questioned this payment as well.

The online banking evidence supplied by Nationwide shows that bank transfers were made from Mr T's account to known beneficiaries between 13 November and 16 November 2024 – after the disputed transactions had started. These transfers were not disputed, so I think these are genuine payments made by Mr T. This online banking evidence also shows that the account balance was checked prior to the payments, so had Mr T not made these himself, I think he would've noticed them before making such genuine payments.

Overall, I am not persuaded the transactions in dispute were unauthorised. I am sorry to hear of the health difficulties Mr T and his wife have been experiencing. And while I have sympathy for Mr T in his situation, the evidence does not persuade me the transactions were unauthorised. So, I am not upholding this complaint, and I won't be asking Nationwide to do anything further.

My final decision

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 28 May 2025.

Sienna Mahboobani
Ombudsman

