

The complaint

Mrs B complains that Nationwide Building Society won't refund her for what she says are unauthorised transactions.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. Mrs B says that in February and March 2024 there was fraudulent activity on the accounts she held with Nationwide. Mrs B says that the following payments from her current account weren't made with her involvement or permission.

Date	Type of Payment	Payee / Merchant	Amount
22 February 2024	Card Payment	Remitly	£99
23 February 2024	Card Payment	TapTap send	£140
23 February 2024	Card Payment	TapTap send	£90
23 February 2024	Card Payment	TapTap send	£55
5 March 2024	Transfer	Mrs B's husband	£1,933
6 March 2024	Card Payment	Pay Angel	£105

Mrs B also disputes making the two payments on 22 February 2024 which were charged to her Nationwide credit card. One of these payments was to Worldremit for £90 and the second was to an airline for £900.

Around the same sort of time, Mrs B also says that direct debit indemnities were raised with Nationwide which resulted in numerous credits to her accounts. She says she didn't raise these indemnities and believes it was done by a third party who had 'hacked' her. I understand the credits relating to at least one of these indemnities were later re-debited after investigation.

Ultimately Nationwide didn't offer any redress, they held Mrs B liable for the payments she'd disputed. The matter was referred to our service and one of our Investigators recommended it should be upheld. He recommended that Nationwide should refund all the disputed transactions and either pay interest (or rework the credit account) as appropriate. He also recommended that £150 compensation should be paid. This was largely based on his opinion that Nationwide hadn't provided sufficient evidence to support their position. Nationwide disagreed, they said they'd provided all the evidence they could and asked for an Ombudsman to make a decision.

In May 2025 I issued a provisional decision in which I said:

"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'm intending to reach a different outcome to that of our Investigator. So, I'm issuing this provisional decision to give both sides a further opportunity to comment before

my decision is finalised.

Broadly speaking, Mrs B should only usually be responsible for payments she's agreed to make. Clearly, I wasn't present when any of these payments were instructed, and so Mrs B's testimony is an important factor in my consideration of this complaint. The first payment that has been disputed is a £99 payment which was made on 22 February 2024. Mrs B says that she didn't make this payment. But the evidence from Nationwide shows that this payment was stopped by their transaction monitoring system. I've listened to a call that took place that day between Mrs B and Nationwide. In the call Mrs B tells Nationwide that she is trying to make the payment to a lawyer on behalf of her husband. Nationwide were concerned that she might be a victim of a scam, and they ask her for further documentation to support the reason for her payment. This is the same day (and to a similar merchant and for a similar amount) as one of the disputed credit card payments (£90 to World Remit).

Mrs B has said different things at different times, specifically giving information to support her reasons for the £99 payment on the day, and later saying that she didn't make it at all. This makes it difficult for me to place much weight on her testimony as reliable and credible evidence.

Further to this, the account activity for the allegedly unauthorised payments doesn't support what is commonly seen with unauthorised account access. It's difficult to understand why an unknown third party would make a payment to Mrs B's husband. There isn't an obvious benefit for someone to do so. Mrs B also says that the payment sent to her husband, never arrived in his account. But there are other non-disputed payments to the same sort code and account number that were received. Mrs B was asked to provide a statement for her husband's account to verify that the funds weren't received, but says she isn't able to do so as her husband is overseas, and they aren't currently able to communicate. I find it unusual that a payment sent to the same sort code and account number as other successful payments didn't arrive in that account. And in the absence of any evidence of an error or the payment being misdirected, I'm not persuaded that is what is most likely to have happened. I also note that during the calls I've described above with Nationwide, Mrs B says that she had given her husband access to her accounts. So even if it could be shown that he had instructed the payments, not Mrs B, this more likely than not would've been with her permission.

Mrs B's account also still had a not insignificant balance of over £1,000 following the payments to TapTap send. So if a third party did have the ability to transact on Mrs B's account, it is again difficult to understand why they didn't seek to maximise their benefit by spending more of the money that was available.

I've also not been provided with a persuasive explanation for how a third party would've had enough information to enable them to compromise Mrs B's online / mobile banking, as well as knowing her card details (or having physical possession of her cards) to enable those payments. Mrs B says her husband had shared some of her bank statements with a third party, but these wouldn't have included card security details or key information to enable an online or mobile banking login.

With reference to the credit card payments, during some of the calls I've listened to, Mrs B confirms that on occasions she'd allowed her son to use her credit card. So again, it's possible these payments were made by someone who had permission (in which case I would still consider them to be authorised payments). And Nationwide have provided some evidence to support that these payments were confirmed within their app, which would've required access to her online or mobile banking and knowledge of passwords etc to access this. The notes that Nationwide have provided also suggest that Mrs B had told them she'd accidentally authorised those payments within the app.

Given the issues I've described above, I don't think Nationwide have acted unfairly in the outcome they've reached in the circumstances of this complaint. I appreciate Mrs B also says that she didn't agree to the new device registrations that took place and that it wasn't her who raised the direct debit indemnities. But I think the available evidence supports that if this wasn't Mrs B herself, it was more likely than not someone who was accessing her account with her consent.

For completeness, I'm also not persuaded that Nationwide acted unfairly when re-debiting the credits they'd applied from a direct debit indemnity upon their receipt of evidence from the relevant lender.

I'm sorry to disappoint Mrs B, but I hope she understands why I have been unable to place much weight on her testimony. Particularly when there is a phone call (recorded at the time) of her explaining her reasons for a payment that she's later said she didn't instruct at all. And overall, as I don't think Nationwide have treated Mrs B unfairly, I'm not intending to require them to do more to resolve this complaint."

Nationwide responded and said they had nothing further to add. Mrs B didn't provide a response.

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.

As neither party had any further comments or evidence for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

My final decision

For the reasons 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 Mrs B to accept or reject my decision before 18 June 2025.

Richard Annandale
Ombudsman