

The complaint

Mr B is unhappy with Nationwide Building Society. Mr B cancelled a standing order only to find a week later Nationwide went ahead and made the payment. Mr B wanted the money back and he asked Nationwide to deal with this via email, so he was upset again when it telephoned him to discuss the complaint.

What happened

Mr B said he cancelled the standing order on approximately 6/7 November 2024 through his Nationwide Building Society banking app.

However, on 13 November Mr B found that the standing order amount was still taken from his account for the usual amount £145. Unhappy with this Mr B rang Nationwide to ask for his money back and find out what had happened. He thought the standing order had been cancelled the week before. Nationwide tried to cancel the standing order there and then but as the process had already started it wasn't able to and Mr B said the money had already left his account. Nationwide could see no record on its system that the standing order had been cancelled the week before. But during the call Mr B was taking screen shots to show according to the online app he had no standing orders on his account. He asked for an email address so he could send in proof.

As the standing order couldn't be cancelled Nationwide asked Mr B to contact it again the next day to cancel it. Mr B confirmed this was using up his time and said he wanted to complain about Nationwide. He also said he needed the money paid back to him there and then as he needed to buy food for himself and his son.

Nationwide wasn't able to conclude any action on 13 November so Mr B did ring back the next day and the standing order was cancelled during this call. Nationwide again confirmed the system had shown the standing order as still active up until now. It confirmed there was no record on the system of any earlier attempt on the app to cancel it.

Mr B again offered to send in evidence by email but the adviser said that should be part of his complaint evidence. A complaint was set up and Mr B still needed money so he was sent an emergency £50 by Nationwide due to his situation. Reclaiming of the £145 was discussed. Nationwide confirmed it would be easier if Mr B was able to speak to the company that had taken his money and get it back directly. It said this would be quicker than going through the credit payment recovery form arrangements.

On 16 November Mr B got a call from Nationwide about the issues. But he was very unhappy with this as he was with his son and he had specifically asked Nationwide to correspond by email.

Nationwide accepted it shouldn't have called Mr B as it had agreed to communicate by email. It apologised and offered £25 to say sorry. It arranged to pay this into Mr B's account.

Regarding the standing order Nationwide didn't accept that it had done anything wrong. It said it had checked with the internal IT team and couldn't find any evidence of any attempt to cancel the standing order.

Mr B didn't accept this and brought his complaint to this service.

Our investigator upheld the complaint. He was sent screenshots and screen recorded videos by Mr B showing there were no standing orders on his account app. He noted Mr B had talked about and referred to these while he was on the phone to Nationwide in previous calls. Our investigator checked with Mr B and found that he had now received the £145 back from the company that had taken it. He said there was now no financial loss but he still needed to consider the impact on Mr B and the distress and inconvenience caused. He noted Nationwide had allowed Mr B a £50 emergency payment when he said he needed to buy food. But he also noted the time involved in putting the matter right and that Mr B had been left short of money. Our investigator said Nationwide should pay £200 compensation for the distress and inconvenience caused.

Nationwide didn't accept this and asked for the complaint to be passed to an ombudsman 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.

Mr B has been clear all along that he cancelled the standing order between 6/7 November through the Nationwide banking app. He noted that once he had cancelled it the app confirmed he had no active standing orders. He said the app also confirmed the cancellation was successful. When he first produced screenshots, Nationwide noted that not all the screens were date stamped, and it said there was nothing to show this was linked to Mr B's account. So, it didn't accept this. But Mr B then produced screen recorded videos to show all these screens were linked to his account and the photos were taken at the same time, on the same date. There's no doubt these details back up Mr B's position.

Mr B has been clear that he was short of money once the extra unexpected standing order amount was taken from his account a week later. The fact he was on to Nationwide about it straight away and pointed out how low he was on funds due to this all further corroborates his position as far as I'm concerned.

Mr B said Nationwide had acted negligently and breached its contractual obligations.

Mr B said he explicitly asked Nationwide to deal with him by email. He said when Nationwide didn't follow this instruction it caused him significant distress and disruption. He said Nationwide was potentially violating articles of the General Data Protection Regulations (GDPR). He said Nationwide's actions had taken an emotional toll on him.

Mr B said he was embarrassed to have to request the return of funds from the recipient. And he said Nationwide hadn't thought about the financial hardship it created. He didn't accept the £25 Nationwide had paid into his account for failing to correspond with him by email only.

Nationwide maintain that the standing order wasn't cancelled. And it apologised for making contact by phone rather than emailing.

Nationwide contacted its IT team. It couldn't find any evidence to show the standing order had been cancelled on 6/7 November. But it did pay Mr B the £25 as an apology for the telephone call.

It confirmed the standing order only cancelled on 14 November. But Nationwide did accept Mr B had told it during calls that he had screenshots showing his account noted he had no standing orders on his account.

Nobody appears to be able to explain the difference between what Mr B had showing on his online app and what Nationwide has recorded on its internal system. I've no reason to doubt either set of records.

So, I don't doubt that Mr B cancelled the standing order and the app records show that he no longer had any linked to his account when he checked it. He clearly knew he was moving on from the premises he was paying the standing order to and so he didn't wish to pay for a service he wasn't going to be using any further. It's clear on the calls he made pointing this out to Nationwide that he was confident he was correct here. And during calls took the time to check and take screenshots on the app that he was keen to place in front of Nationwide there and then. I think that's important evidence and hard for Nationwide to refute.

So, although I've no reason to cast any doubt on what Nationwide's internal system told it, I accept Mr B's version of events. He took action to cancel, did so, his system confirmed he had and then he still got charged. That's how he sees it and that's what his evidence shows. I accept Nationwide can't explain it and has a record saying otherwise internally.

I think Mr B did cancel the standing order when he said he did. If the actions taken by Mr B to take this action didn't show on the internal Nationwide system that is unfortunate and a potential system issue.

Based on the discussions in the telephone calls there's no doubt the situation had an impact on Mr B as he was worried about getting his money back as quickly as possible to pay for day to day necessities like food. Nationwide did offer some support when it gave Mr B an emergency payment of £50 while he was trying to recover the £145. Mr B was clear during the calls that the £50 wasn't enough.

Also, Mr B was very upset about the telephone call made to him on the Saturday morning when he was spending time with his son. Nationwide acknowledged that and paid him £25 for any distress and inconvenience caused by this.

Mr B has been clear about the issues this caused him and so I think £200 is fair and reasonable compensation for him in the circumstances of his complaint. He would have been confused by the standing order still going despite him having cancelled it. Nationwide wasn't able to immediately reimburse him his money which left him in some difficulty, and then contacted him at a time and in a way he specifically didn't want it to. He had to make calls including calling back again the following day so I accept he had to spend time resolving the matter. He also faced the embarrassment of contacting the recipient to ask it to return his money – which it now has. I'm not going to comment on Mr B's points around law I'm dealing with his complaint on the basis of what I think is a fair and reasonable outcome given his personal circumstances and the impact on him.

Putting things right

I think Nationwide should pay a further £200 compensation for the distress and inconvenience caused.

My final decision

I uphold this complaint.

I require Nationwide Building Society to:

- Pay Mr B a further £200 compensation for the distress and inconvenience caused.

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

John Quinlan
Ombudsman