

The complaint

Mr G complains that Nationwide Building Society ('Nationwide') won't refund him transactions from his bank account that he says he didn't authorise.

What happened

Mr G had a current account with Nationwide, which was opened in December 2024.

Mr G made a cash deposit of £4,100 to his account on 7 March 2025 and he says he then went away on a trip to Dublin from 7 March to 27 March 2025.

Mr G ordered a new debit card and PIN before he left for his trip, because he says he couldn't remember his PIN and had lost his debit card. Mr G says he did this so he would be able to retrieve his card and PIN on his return.

Between 10 March 2025 and 17 March 2025, a number of ATM withdrawals were made from Mr G's account, amounting to approximately £4,000.

Mr G contacted Nationwide on 23 March 2025, to report the cash withdrawals as fraudulent. Nationwide investigated Mr G's claim and wrote to him to advise it wouldn't be refunding the disputed payments, as his claim didn't meet Nationwide's criteria for fraud.

Nationwide took the decision to close Mr G's account and wrote to him in March 2025 to explain that following a review, Mr G's account would be closed in 90 days, in line with the account terms and conditions. Mr G's account was to remain blocked during the closure period to prevent any further fraud from happening.

Mr G made a complaint to Nationwide regarding the handling of his fraud claim. Nationwide responded in April 2025 and in short it said it hadn't done anything wrong as it was acting in line with the account terms. Nationwide also acknowledged Mr G had spoken to an agent at Nationwide who confirmed to him that his fraud claim was declined and further evidence was requested from Mr G, to review his claim again.

Nationwide added that Mr G's account was to be closed as he didn't meet the criteria to hold an account with Nationwide and it couldn't share further information on its criteria because the information is deemed to be commercially sensitive.

Mr G submitted further evidence to Nationwide to reconsider his claim, including proof of his flights from an airline, a crime reference number as he informed Nationwide he had reported the matter to the police and provided evidence to suggest there were issues with receiving post in the building where Mr G lived.

Mr G made a further complaint to Nationwide. Nationwide responded in April 2025 and said the additional evidence Mr G submitted had been considered but wasn't deemed sufficient to change its decision.

Mr G referred his complaint to our service. He explained that in addition to his fraud claim being declined, he was unhappy that Nationwide hadn't explained why the evidence he'd provided wasn't sufficient.

One of our Investigators looked into things and didn't uphold the complaint. In summary, they said:

- Nationwide had provided some evidence in confidence to our service. Having considered this, it wouldn't be fair or appropriate for Nationwide to refund the disputed transactions to Mr G
- Since Mr G's account was restricted during the notice period, it was deemed to be an immediate closure of the account
- The terms of the account confirm when Nationwide can close an account in this manner and based on the evidence Nationwide had provided in confidence, Nationwide had acted fairly

Mr G disagreed. He considered any evidence regarding the disputed payments would need to show he'd made or authorised the payments and since he was abroad when the withdrawals were made, this wasn't possible.

Mr G also submitted additional photo and video evidence showing post from a different building being left in the building where he lived, which he says showed there was an issue with post being stolen and easily accessible by others.

As no agreement could be reached, the matter has been 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.

Account Closure

I realise the crux of Mr G's complaint is about the disputed withdrawals that Nationwide hasn't refunded. As part of my review, I've also considered whether Nationwide acted fairly in closing Mr G's account.

Financial businesses in the UK, like Nationwide are strictly regulated and must take certain actions in order to meet their legal and regulatory obligations. They are also required to carry out ongoing monitoring of an existing business relationship. That sometimes means businesses need to restrict, or in some cases even close customers' accounts.

Nationwide is entitled to close an account, just as a customer may close an account with it. But it must do so in a way that adheres to the terms and conditions of the account. The terms and conditions of the account says that Nationwide can close the account by giving Mr G at least two months' notice. And there are also certain circumstances, where the account can be closed immediately or without notice.

I've considered whether Nationwide has acted fairly here and if it met the criteria to apply its terms for immediate closure - and having looked at these terms and all the evidence that the business has provided, I'm satisfied that Nationwide did.

Disputed withdrawals

I've carefully considered the points Mr G has made regarding the disputed withdrawals.

Mr G says that he deposited the cash into his account because he didn't want to leave his money unattended at his home while he was away and contacted Nationwide to order the card and PIN before he went abroad.

I find it odd that Mr G ordered a new card and PIN, knowing he wouldn't be able to return to his address for some time to be able to receive them, taking into account, the reason he

says that he'd deposited the cash into his account before he left was because he wanted to keep his money safe.

It also strikes me as unusual that Mr G would deposit a large amount of cash so shortly before these disputed transactions. And that he'd requested a new card and PIN in close proximity – particularly when the account was only open for a few months. I have considered his explanation for this, but I don't find Mr G's explanation regarding why he ordered a new card and PIN before he went abroad to be persuasive.

Having reviewed the circumstances of the case, including evidence that Nationwide has provided in confidence to explain why it decided not to refund the disputed withdrawals, I'm satisfied Nationwide has acted fairly and in line with its wider legal and regulatory obligations. So, I don't find that Nationwide should refund the disputed withdrawals to Mr G.

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from regulated businesses as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information Nationwide has provided is information I consider should be kept confidential and it isn't information that Nationwide is obliged to share with Mr G.

I understand Mr G will be disappointed with my decision, but having considered everything, I think Nationwide have acted reasonably in the circumstances of the complaint – so I won't be directing Nationwide to do anything to put things right.

My final decision

For the reasons above, I have decided to not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 17 March 2026.

Khadijah Nakhuda
Ombudsman