

The complaint

Mr P complains 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 P says unauthorised transactions were made on his account between 5 March 2025 and 18 March 2025. He says he thinks his details were compromised when his phone was stolen and as a result unknown devices have been able to access his online banking account and make payments through open banking to unknown third parties. Mr P says these payments should all be refunded as unauthorised.

Nationwide considered Mr P’s complaint but didn’t refund the transactions as it believed Mr P must have been responsible for these. It highlighted that the disputed transactions were all carried out on a device which had been registered on Mr P’s account since September 2024, and Mr P says he hasn’t shared his online banking details with anyone. So, without any explanation as to how someone else would’ve been able to log in to Mr P’s online banking and set up biometric authentication on a new device without Mr P’s input, it says he must have been responsible for it.

Our investigator also considered this complaint and decided not to uphold it. Ultimately, she didn’t think it was likely anyone else would be able to carry out the payments in dispute without Mr P’s knowledge or consent. So, she didn’t uphold it. Mr P 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.

Generally speaking, Nationwide is required to refund any unauthorised payments made from Mr P’s account. Those rules are set out in the Payment Service Regulations 2017. Mr P has said he didn’t carry out the transactions in dispute. I then have to give my view on whether I think he did authorise the transactions or not.

The transactions in dispute were carried out via open banking to a money remittance

service. This means Mr P's online banking was linked to the remittance service and each payment was made it would be taken from Mr P's bank account after logging into the app. The evidence supplied by Nationwide also shows the device used to carry this out was a Tecno BG7 android phone.

Mr P is adamant that he doesn't know this device and he hasn't shared his online banking details with anyone. He also says he hasn't clicked on any suspicious links or received any suspicious phone calls. Mr P says his details must have been compromised when his phone was stolen in India. However, as per the evidence this happened in January 2025, while the Tenco BG7 had been accessing Mr P's online banking from September 2024. So, I am not satisfied that the theft of Mr P's iPhone explains how someone else would've accessed his online banking.

The evidence from Nationwide shows that Mr P's online banking account had been accessed dozens of times from the Tenco BG7 device and most of the time it was accessed via biometrics. However, in order to register the biometrics on the device Nationwide has shown that it would need Mr P's account details and personal details, or his debit card and a card reader. In addition to this, Nationwide's evidence shows that the last stage of setting up online banking on a new device required a one-time passcode (OTP) which would be sent to the account holders registered phone number. Nationwide has confirmed that the online banking would not be set up without the correct OTP.

Nationwide hasn't been able to provide evidence of when this device was added to the account. But it has provided evidence the phone number registered for Mr P hasn't been changed since 7 May 2019. It has also shown that this device had been accessing the account since September 2024. Mr P says he hadn't received any suspicious calls, texts or emails and he hasn't told us that he accidentally shared any OTPs with anyone else. So, there is no plausible explanation as to how someone else could've added access to Mr P's online banking to a new device without his consent, and without this it's difficult for me to conclude that the payments were made without Mr P's authority.

I'm sure this outcome will come as a disappointment to Mr P. I am not saying Mr P is lying about what happened, but the evidence suggests that the device that carried out the payments could've only done so with Mr P knowledge and consent. And without any stronger evidence to support what Mr P has said, I am unable to say these transactions were unauthorised. So, I won't be asking Nationwide to refund these payments.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 March 2026.

Sienna Mahboobani
Ombudsman