

THE COMPLAINT

Ms G complains that Nationwide Building Society (“Nationwide”) will not reimburse her money she says she lost when she fell victim to fraud.

Ms G is represented by MaxLaw Solicitors in this matter. However, where appropriate, I will refer to Ms G solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

The payment transactions set out in the table below (the “Transactions”) were made from Ms G’s Nationwide credit card. Ms G says the Transactions were not authorised by her. She also says that she did not send the credits in question to her account. Ms G argues that Nationwide should not have processed the Transactions as they exceeded her credit limit. There is now a significant debt on the account which Ms G says she should not be held liable for.

Payment Number	Date	Method	Beneficiary / Merchant	Amount
	27 December 2023	Credit		£6,430
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1	29 December 2023	Card - debit	Budgens	£6,188.56
2	29 December 2023	Card - debit	Budgens	£4,129.82
3	29 December 2023	Card - debit	Budgens	£3,890.30
4	29 December 2023	Card - debit	Budgens	£4,955.40
	2 January 2024	Credit		£6,300
	2 January 2024	Credit		£6,300

5	4 January 2024	Card - debit	Zee & co	£369.90
6	4 January 2021	Card - debit	Budgens	£2,628.70
7	4 January 2024	Card - debit	Budgens	£4,010.10
8	4 January 2024	Card - debit	Budgens	£3,025.30
	18 January 2024	Chargeback		£6,430
	24 January 2024	Chargeback		£6,430
	05 February 2024	Chargeback		£6,430

Ms G disputed the above with Nationwide. When Nationwide refused to reimburse Ms G, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Ms G did not accept the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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.

Having done so, I find that the investigator at first instance was right to reach the conclusion she did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no courtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

In short, for card payment transactions to be authorised, they need to be authenticated and consented to. Based on the technical evidence provided, I am satisfied that the Transactions were authenticated. I address consent below.

- Nationwide states that the credits sent to Ms G's credit card account were done so by way of Interactive Voice Response ("IVR") over the telephone. Nationwide states it is unable to provide the call itself. However, it has confirmed that whoever sent the credits would have needed to have knowledge of Ms G's credit card details and her date of birth to be able to pass security during the IVR process. Ms G has not

provided any credible evidence to explain how a third-party would have been able to obtain her card details.

- The credits sent to Ms G's account allowed for spending to exceed her credit limit.
- All the Transactions were made by way of chip and PIN. Ms G has not provided any credible evidence to support the proposition that her card and PIN may have been compromised. Ms G says that she kept her card in a drawer at her house. She says that her PIN was not written down and that no one could have "guessed it easily". For these reasons, I cannot satisfy myself that Ms G's card and PIN were compromised.
- On 28 December 2023, Nationwide blocked Ms G's credit card account. Nationwide has provided a telephone call recording made on the same day. I am satisfied that Ms G was speaking on that call. In the course of it, Ms G confirmed several payments on her account. I have seen evidence which suggests that Ms G was required to attend a Nationwide branch because she had failed security over the telephone. The evidence also suggests that the account was unblocked when someone attended a branch with Ms G's identification. I am satisfied, that it is more likely than not, that this person who attended the branch was Ms G.
- I have seen evidence of the mobile phone device and IP addresses used to login to Ms G's online banking prior to the credits/Transactions. I have also seen evidence which shows that the same device and IP addresses were used to login to Ms G's online banking during the time of the credits/Transactions. So, on balance, I find that it was Ms G who logged in to her online banking at the time of the credits/Transactions. It follows therefore that Ms G would have likely seen the movements on her account – including credits and debits. However, Ms G says she only discovered the credits/Transactions in late January/early February 2024. I do not accept this.
- If Ms G's testimony is to be believed, I find that the Transactions to the retail payees concerned seem unusual and not what one would expect from an opportunistic thief – who managed to effectively steal and fraudulently use Ms G's card.
- I cannot ignore the timings and amounts of both the credits and Transactions, which appear to be somewhat coincidental.
- I have considered Ms G's representative's response to the investigator's view. They suggest that CCTV footage should be obtained relating to the Transactions. I do not have the power to ask for this. They also suggest that Nationwide ought to have intervened in this matter. This did in fact happen in this case – see above.

Taking all the above points together, I cannot safely conclude that a third-party without Ms G's consent made the Transactions. To my mind, the evidence in this case suggests that, on the balance of probabilities, either Ms G made the Transactions herself, or provided authority to a third-party to do so. It follows that I do not find that Ms G is entitled to any redress from Nationwide. Although I cannot be sure who made the credits to Ms G's account, I think it is more likely than not, that Ms G had some involvement in this based on the evidence before me. It is not necessary for me to comment on the chargeback/reversals.

Conclusion

Taking all the above points together, I do not find that Nationwide has done anything wrong

in the circumstances of this complaint. Therefore, I will not be directing Nationwide to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 18 December 2025.

Tony Massiah
Ombudsman