

## **The complaint**

Mrs R complains National Savings and Investments (“NS&I”) refuses to refund her for unauthorised transactions on her account.

## **What happened**

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mrs R disputes 13 payments from her NS&I account to her bank account between 9 February 2016 and 15 August 2019. She says these payments were fraudulent, and NS&I should refund her the full disputed amount.

NS&I says it considered Mrs R’s complaint but ultimately it didn’t find any evidence of fraudulent access on her account. It also says it would’ve provided a Bond Record following each withdrawal, so had Mrs R not been responsible for these she would’ve raised this sooner than she did.

Our investigator also considered this complaint and decided not to uphold it. She was not persuaded that anyone other than Mrs R could’ve been responsible for the transactions in dispute. Mrs R 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.

As set out by the investigator, most of the transactions in dispute were made more than six years ago, and I’ve seen Bond Records which were sent to Mrs R in February 2016 and October 2016. I’ve also seen evidence of Mrs R’s email address being updated in February 2017 via her online account, where she had sight of her balance and recent transactions. So, I think Mrs R would’ve been aware of most of these transactions, and her cause for complaint, more than three years ago. As set out by the investigator, this means these transactions are out of jurisdiction. But the transactions remaining transactions are likely to be in jurisdiction. However, the approach is the same for all transactions, and I have approached this complaint holistically, considering the entire period complained about as this doesn’t affect the outcome in any event.

Having considered the evidence, testimonies, and relevant legislation (The PSR’s) I am not upholding this complaint. I have been unable to identify a compromise of Mrs R’s NS&I account and on balance, it is more likely than not that the disputed transactions were authorised. I’ll explain why.

NS&I has shown that the transactions were all made via Mrs R’s online account. This means her passcode and NS&I number would’ve been needed. Mrs R clearly states that she hasn’t

given this information to anyone else, and while some of her family are aware she has this account she doesn't think they would've been able to access it.

The payments from her NS&I account were all made into her nominated account which she had set up in 2011, and which she agrees received genuine withdrawals in the past. I've also seen some of Mrs R's bank statements for this account showing the money incoming and being spent over time. Mrs R never disputed that money coming into her other account, and it seems highly unlikely a fraudster would make these withdrawals into an account they didn't have access to. Mrs R hasn't raised any concerns with the activity on the receiving account, so I think she had the benefit of all the funds withdrawn from her NS&I account.

NS&I hasn't got any record of Mrs R's account information being entered incorrectly or her details being changed over this period in dispute. It does, however, have evidence of a successful login on 14 February 2017 where her email address was updated to her current email address, and a disputed withdrawal was also made. I can't see any reason why a third party would update the email address to a genuine email address of the account holder as this increases the chance of an alert being received, so I think it's likely this was done by Mrs R. It follows then, that I think it's likely she also made the withdrawal of that day.

Overall, I have not found any persuasive evidence of how a third party could've made the transactions in dispute. And as it seems Mrs R had the benefit of all the money withdrawn, I can't see why a third party would do this either. So, I think the transactions in dispute were all authorised and I am not upholding this complaint.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 19 January 2026.

Sienna Mahboobani  
**Ombudsman**