

The complaint

Mrs B complains Nationwide Building Society (“Nationwide”) refuses to refund her for a transaction on her account she says she didn’t authorise.

What happened

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

In short, Mrs B says she borrowed £1,200 from someone she knew and trusted (who I will refer to as “T”). She then visited T at home to return the funds. While there, Mrs B gave her phone and online banking login details to T who used it to transfer £12,000 to herself instead of the £1,200 Mrs B intended to return.

Nationwide considered Mrs B’s complaint but decided not to uphold it. It felt that the transaction could not be classes as unauthorised as Mrs B gave T her online banking details and gave her authority to use her online banking account to send herself money. So, it deemed the transaction as authorised. And ultimately, Nationwide felt this was a civil dispute between Mrs B and T.

Our investigator also considered this complaint and decided not to uphold it. He felt the evidence provided showed the transaction was authorised, so there was nothing further Nationwide needed to do. Mrs B wasn’t happy with this, 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 Mrs B’s account. Those rules are set out in the Payment Service Regulations 2017 (PSRs). Mrs B has said she didn’t carry out the transaction in dispute and she didn’t authorise the amount. So, I have to give my view on whether I think Mrs B’s actions amount to authorisation or not.

Mrs B’s testimony is that she gave T her online banking log in details and her device so that she could help Mrs B to return the £1,200 she owed. Mrs B has explained that she needed help with this as she struggles with some mental and physical disabilities which makes her

banking harder for her. While I understand what Mrs B has said, the actions of giving T her phone and online banking details with the intention of allowing her to make this payment amounts to giving her consent.

Mrs B says she only gave consent for T to transfer £1,200 to herself, and so £10,800 was taken without her consent and authorisation. However, as per the PSRs, when determining consent, the test is an objective one and it doesn't depend on the consumer being fully aware of the details of the payment at the time they completed the procedure for giving consent. So, in this case, the fact that Mrs B wasn't aware of the amount T was sending to herself, doesn't change the fact that she gave her consent to the transaction in question. Therefore, despite what Mrs B has said, the evidence shows Mrs B consented to this payment and authorised T to make the transaction in question.

Mrs B argues that Nationwide should've blocked the payment or put in further steps before allowing such a big payment to be taken from her account, as this payment is out of character for her account. In cases where a payment service protector (such as Mrs B) has been scammed, we would usually look at whether the payment service provider (such as Nationwide) could've done something to protect their customer from financial harm. However, in such cases we would need to be persuaded a scam has taken place before considering whether the bank could've done more. In this case, I've only been given Mrs B's version of events, and nothing else to support what she said happened. So, this isn't enough to persuade me a scam has taken place.

But even if I accept Mrs B's version of events without any supporting evidence, I still don't think I can hold Nationwide responsible for Mrs B's loss. I say this because Nationwide has provided evidence that it provided a written scam warning before processing the payment. I think it's likely this was viewed and bypassed by T who had her phone to make the payment. However, I can't say that Nationwide has done anything wrong here, and any warning it's likely to have given to protect Mrs B would've been bypassed by T and not made any difference to her loss.

Mrs B says she suffers from several mental and physical conditions which is why she has her online details written down, and why she needed T to help her facilitate the return of the borrowed funds. I am sorry to hear of the difficulties Mrs B has been facing. However, I can't say that what Mrs B has told us changes the fact that the transaction was authorised as per the PSRs. And I can't say that Nationwide could've done anything further to help her based on her vulnerabilities. Mrs B hasn't appointed anyone else to help her manage her finances for her, but this might be something she could consider if it would help her.

I know this outcome will come as a disappointment to Mrs B and I am sorry to hear of the loss she has sustained in these circumstances. However, I don't think it is fair to ask Nationwide to refund the disputed amount as I think the transaction was authorised and I don't think Nationwide has done anything wrong.

My final decision

For the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 December 2025.

Sienna Mahboobani
Ombudsman