

The complaint

This complaint has been brought by the estate of the late Mr S, represented by its executor Ms M. The complaint regards Nationwide Building Society not refunding transactions which Ms M says that Mr S didn't make or otherwise authorise.

What happened

In summer 2024, Mr S unfortunately passed away. Following this, Ms M raised concerns with Nationwide about historic spending which had since been found on his statements.

This regarded various online credit card payments made to two websites over several years, which Ms M argued were suspect and were not in line with his other spending or behaviour. Ms M explained that Mr S had been vulnerable and she thought he'd been taken advantage of. The spending totalled over £30,000.

Nationwide refunded the most recent payments, coming to about £400. But it said it didn't have enough data about the older payments to refund them, and it wouldn't say why its fraud team found the more recent payments to be suspect.

Our Investigator looked into things and didn't uphold the complaint. He mentioned that the payments went back to 2019, but perhaps got the year mixed up, as the statements provided only showed them going back to 2021.

Ms M appealed on behalf of the estate, so the complaint's been passed to me to decide.

I sent Nationwide and the estate of Mr S a provisional decision on 3 November 2025, to explain why I thought the complaint should be upheld. In that decision, I said:

In doing so, I've taken into account everything which both sides have said and provided. Though I won't necessarily comment on every single argument or piece of evidence, as a court might. We're a free alternative to the courts, here to decide complaints more quickly and with less formality. So I'll keep my decision focused on what I've found to be the key points. I'll also explain that we're not the regulator – that's the Financial Conduct Authority (FCA). We're not here to issue fines or to punish firms, and we don't oversee or set the way the industry works. So I'm not here to tell Nationwide what websites they should or shouldn't flag up, nor what training they should provide, as Ms M might like. Instead, I'm here to decide this individual complaint about this individual situation.

Finally, I must clarify that while I appreciate that Ms M has found the matter most stressful, and while I appreciate that she's put in a good deal of effort representing the estate, we're only able to award compensation to the complainant. Here, that's the estate, but not its representative. And the estate itself, as a legal construct, is not able to suffer stress, so I'm unable to award any compensation for that to the estate either. Instead, I'll keep my decision focused on the central matter of the disputed payments.

Turning to the matter at hand, I need to consider whether Nationwide was entitled to hold Mr S (and by extension his estate) liable for the transactions in dispute. Broadly speaking, in order to do so, it'd need to be able to evidence that the transactions were properly authenticated, and that Mr S consented to them.

So far, Nationwide has not provided the necessary technical evidence to substantiate that these payments were authenticated or executed properly, or that Mr S consented to them. And as best as I can see, it seems these payments only needed Mr S's card details. There were a number of plausible ways that someone could've got those details without Mr S's permission, such as by taking data from a merchant he'd previously used, by someone he knew like a friend or care worker briefly gaining access to his card once, and so on. So the starting point is that Nationwide are liable to refund those payments.

Nationwide says the payments were too old for it to still have the relevant information about them. But while that may be true for the oldest ones, the payments only finished last year, so Nationwide should've still had technical data for quite a number of them by the time they were disputed. The payments were reported only a few months after the last one, and then shortly after Nationwide's final response, the matter was forwarded to our service, where it's remained in open dispute. If Nationwide deleted the key evidence despite this, and has not gathered any relevant information from the merchants through its card scheme, then I can only reasonably treat that information as withheld. And under our rules, I'm allowed to take into account the failure of a party to provide the information required.

Further, looking at the wider circumstances, this spending was quite unusual, it went to sites with some scam allegations against them, and from what we've been told the account holder was in a very vulnerable position at the time. Nationwide also appears to have previously accepted that the most recent transactions were suspicious enough to need refunding. And its reasoning for not refunding earlier ones was seemingly based on a lack of information about them rather than based on finding that they were authorised.

I've not been given any online banking records or other evidence which would show that Mr S was checking his account or was otherwise aware of the spending. The balance was paid automatically by direct debit without any need for action on his part. And as mentioned before, he was in a vulnerable position during that time, dealing with severe physical and mental health issues and life events and so on, ultimately concluding with his passing. So managing his credit card was probably not very high up in his priorities.

I do accept it's notable that the payments stopped around the point when Mr S was hospitalised. But there's a number of reasons that could've been the case, such as a known party losing access to something they needed, or not wanting to raise suspicion, and so on. Given the other circumstances surrounding the payments, and the lack of any key evidence from Nationwide to even show that these payments were even authenticated properly, the timing of the payments stopping is not sufficient on its own to hold Mr S's estate liable. In these particular circumstances, it would be too speculative for me to assume that the disputed spending was authorised on that fact alone.

While it's possible that the payments may have been made by a third party due to some negligence on the late Mr S's part, as they were made from a credit facility, Nationwide can't hold Mr S (or his estate) liable for the payments on a negligence basis.

So based on what I've seen so far, I cannot be reasonably satisfied that these payments were properly authenticated or consented to. Given the circumstances surrounding them, it seems both likely and plausible that they were unauthorised. Therefore I currently think that Nationwide should refund them.

Of course, this decision is based primarily on Nationwide's lack of evidence. So if Nationwide provides the key information needed before the deadline of this provisional decision, I may very well come to a different conclusion.

I said I'd consider anything else anyone wanted to give me – so long as I received it by 17 November 2025. I'll talk about the replies below.

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.

The estate of Mr S accepted the provisional decision.

Nationwide asked for a further extension to reply. However, it was informed in advance that due to its prior delays, we did not intend to grant Nationwide any extensions to the deadline of the provisional decision.

I see no good reason to depart from that. We've given Nationwide numerous opportunities to provide the required evidence, and multiple extensions. It has been aware since September of our reasoning for why this case would need to be upheld unless it provided the required evidence, so it's had plenty of time to formulate any relevant arguments. It has exhausted our timescales in this case, none of its prior extensions worked in getting the appropriate information from Nationwide, and it has not provided any sufficient practical reason for why it should need even more time, nor set out what it would actually usefully produce after an even further extension. It previously said that it wasn't able to give us more information.

This case has reached the end of our process, and we are tasked with deciding cases quickly and fairly for both sides. Given how much time Nationwide has already had, it would not be fair for me to delay this case any further.

As such, I have reassessed the case based on the evidence I currently have. And neither side have sent me any new evidence or arguments. So having reconsidered the case, I've come to the same conclusion as before, and for the same reasons as set out in my provisional decision above.

Putting things right

I direct Nationwide Building Society to:

- Rework the account to remove all payments to the two disputed merchants, along with any related interest and charges;

- If, after reworking the account, it emerges that Mr S had made overpayments to pay for the disputed transactions, Nationwide should refund those overpayments. It should also pay 8% simple interest on the overpayments, payable from the date each overpayment was made until the date it's returned.

If Nationwide considers that it's required by HM Revenue & Customs (HMRC) to deduct tax from that simple interest, it should tell the estate of Mr S how much tax it's taken off. It should also provide a tax deduction certificate if Ms M asks for one. The estate may be able to reclaim the tax from HMRC if it isn't normally liable for tax.

My final decision

I uphold this complaint, and direct Nationwide Building Society to put things right in the way I set out above.

This final decision marks the end of our service's consideration of the case.

If the estate of Mr S accepts the final decision, Nationwide Building Society must carry out the redress within 28 days of the date our service notifies it of the acceptance.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr S to accept or reject my decision before 16 December 2025.

Adam Charles
Ombudsman