

The complaint

Mrs S complains Nationwide Building Society won't refund two transactions made on her credit card account which she says she didn't make or authorise

What happened

Mrs S contacted Nationwide in October 2024 to dispute two transactions of £630 and £800 that had been made to the same merchant on two different days in September 2024.

Nationwide decided to hold Mrs S liable for these transactions because Mrs S' card and Personal Identification Number ("PIN") had been used and, based on what she'd told it, she still had her credit card and no one else knew her PIN. Following a complaint, Nationwide still refused to refund the transactions but did offer Mrs S £50 in respect of some incorrect information it had given her during the fraud claim.

Mrs S referred her complaint to our service. An Investigator considered the circumstances. He said, in summary, Nationwide had provided evidence Mrs S' genuine card was used to make the two disputed transactions, and the PIN was entered correctly. As Mrs S had told us she still had her card after the disputed transactions had taken place and no one knew her PIN, he didn't think Nationwide had treated Mrs S unfairly by holding her liable for the transactions.

Mrs S wanted to know precisely where the transactions were made and asked for the complaint to be reviewed by an Ombudsman. So, the complaint was passed to me.

I issued a provisional decision. I've set out my findings again below and they form part of this decision.

Provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There are regulations which govern disputed transactions. The relevant regulations here are the Payment Services Regulations 2017("PSRs"). The PSRs also make provision for the Consumer Credit Act 1974 to apply, and where a credit facility has been used, the relevant legislation is section 83 of the Consumer Credit Act 1974.

Generally, Nationwide can hold Mrs S liable for transactions if the evidence showed she made or authorised them.

Nationwide has provided evidence one of the transactions was carried out using Mrs S' genuine card and PIN. I say this as Nationwide's evidence shows the chip in Mrs S' card was read, and our service hasn't seen any evidence the chip can be cloned. This means I can conclude Mrs S' genuine card was being used, rather than a cloned card. And the evidence also shows Mrs S' PIN was entered. While Nationwide has only been able to provide evidence that one of the two transactions was carried out by chip and PIN, on

balance, I'm satisfied that the other, to the same retailer, was likely carried out in the same way.

Nationwide's notes show that Mrs S told it the PIN was written down in a diary and kept in Mrs S' bedroom. And that Mrs S had told Nationwide her son lives with her. But Mrs S has told our service she still had her credit card after the transactions had taken place, and no one else had access to it. She's told us her PIN wasn't written down anywhere and no one else knows what it is.

When we asked Mrs S to clarify these matters, she said she has never written the PIN down and does not have a diary. She also said her son does live with her; but he did not have access to her card and PIN. No one else has a key or access to her house and she checks every evening that her purse and contents are in her bedroom and at no point was her card missing. She mentioned that her son works full-time, and she is housebound.

It's not clear if there's been a mistake in Nationwide's notes or whether Mrs S has been inconsistent about things, but in either case Mrs S is adamant that no one else had used her card or knew the PIN. If I'm to accept that's the case and given I'm satisfied the genuine card was used, for the transactions to have been made without Mrs S' involvement, an unknown third party would need to have obtained Mrs S' card and PIN, made the transactions and then have returned the card to Mrs S. And they would have needed to have done this on two separate occasions, on 9 and 10 September – all without Mrs S noticing. I'm prepared to accept that Mrs S may not have made the transactions herself, given what she's told us about being housebound. But that doesn't mean she can't be held liable for them. Based on what Mrs S has told us, I don't find it more likely than not someone could have accessed her card and PIN without her knowledge.

I know Mrs S wants more specific information about the merchant and its location – and the times of the transactions. I'm afraid I can't provide any more information than Nationwide could on this. And while I know that will be disappointing to Mrs S, I don't think it makes an overall difference to the outcome of her complaint. I say this because regardless of the location, time and/or the type of the merchant, I'm satisfied her genuine card and PIN were used and given Mrs S has insisted the card always remained in her possession, I can't fairly conclude the transactions were made without her authorisation.

More recently Mrs S has commented that Nationwide allowed these transactions to take place, despite them being suspicious and that they put her credit card account over its agreed limit. But, having considered the amounts of the transactions, I don't consider the disputed transactions were so out of the ordinary that Nationwide ought to have flagged them. And, according to Mrs S' statements she had an agreed credit limit of £2,000 and the statement on which the disputed transactions appeared had a total balance of about £1,800 after they'd taken place. So, I can't see that the disputed transactions did put Mrs S' account over the agreed credit limit.

Nationwide offered Mrs S £50 because it gave her the wrong information about the type of merchant that the transactions had taken place at. I find this is fair and reasonable in the circumstances, given that Nationwide later clarified that it had very limited information about the merchant where the transactions took place.

Responses to my provisional decision

Mrs S responded to say she didn't accept my provisional decision. She remained unhappy that more specific details of the transaction couldn't be provided.

Nationwide said it accepted the provisional 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.

I am sorry to hear how disappointed Mrs S is with my decision. I do understand why she's frustrated by the lack of information about the transactions in question. However, as I said in my provisional decision, I'm satisfied – on balance - her card and PIN were used, and Mrs S is adamant neither her card or PIN couldn't have been accessed by someone else - so I don't find the more specific details would make a difference to the overall outcome of the complaint.

As neither party has provided anything new for me to consider, I see no reason to depart from my provisional decision. As Mrs S says the card and PIN couldn't have been accessed by someone else, my findings remain that I can't fairly conclude the transactions were made without Mrs S' authorisation. That's not to say that Mrs S hasn't lost out, just that in the circumstances Nationwide isn't obliged to refund the disputed transactions.

I also remain satisfied the £50 Nationwide offered in relation to the wrong information it gave Mrs S is fair and reasonable.

My final decision

For the reasons I've explained, I find what Nationwide has already offered to do fair and reasonable in the circumstances. Nationwide Building Society should pay Mrs S £50, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 2 January 2026.

Eleanor Rippengale
Ombudsman