

The complaint

Mr E complains that Nationwide Building Society has declined to refund disputed transactions that were made from his account.

What happened

On 27 December 2025, three transactions were made to online gambling merchants totalling £850. Mr E says he didn't make these transactions, and when he discovered them, he contacted Nationwide to report them as fraud and asked it to refund the money.

But Nationwide didn't believe it was responsible for his loss. Mr E raised a complaint, and in response, it said:

- The fraud claim was declined because the disputed payments were approved in the Nationwide app using biometrics.
- It was sorry its advisor told Mr E he would hear back within 48 hours with the result of his fraud claim. The correct timeframe is 10 working days. It paid £35 to Mr E as an apology for this error.

Mr E then referred his complaint to our service where it was considered by one of our investigators. He wasn't persuaded the transactions were carried out by an unauthorised individual. From the evidence, he couldn't see how an unauthorised third-party could retrieve Mr E's device to make the payments, bypass the phone security then access his banking application to authorise the payments using biometrics, then return it to Mr E without him noticing.

Mr E didn't agree with our investigator. As well as other things, he said that the evidence alone doesn't establish that he gave informed and conscious consent to the disputed transactions. The use of a security method demonstrates how a transaction was processed, but it does not, in itself, prove that he knowingly authorised or intended the payments to be made.

He also said insufficient weight had been given to his vulnerability and the practical consequences of Nationwide's actions. Including his mental health and financial difficulties when it declined to provide hardship assistance when requested. He said this resulted in financial distress, including his insurance policy lapsing due to a failed direct debit.

As no agreement could be reached, the complaint has been passed to me to decide.

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.

Having done so, I realise this will come as a disappointment to Mr E, but I've reached the same conclusions as our investigator, for broadly the same reasons. I'm satisfied Mr E

himself most likely made the disputed transactions himself. I'll explain why.

The regulations relevant to this case, The Payment Service Regulations 2017 (PSRs), say that generally speaking, a payment service provider (in this case Nationwide) is entitled to hold a customer liable for authorised transactions, and the society is liable for unauthorised ones. And I've taken that into account when deciding what is fair and reasonable in this case.

I appreciate Mr E's comments about the evidence, but like our investigator, having carefully considered this evidence, I see no explanation as to how someone other than Mr E was able to make these transactions he says were unauthorised.

Two of the disputed transactions, one for £50 and one for £500, were carried out at 4.13am and 4.17am respectively. Less than an hour before they were made, Mr E's account was accessed using mobile banking using biometrics, which Nationwide says was also via the same device linked to his account. It was also accessed again at 4.13am and 4.17am, within seconds of the disputed transactions being approved via those same app sessions, again, using biometrics. And then, almost nine hours later, a third transaction for £300 was made, also via Mr E's account, which was accessed yet again via biometrics. Mr E argues that this alone doesn't establish that he gave informed and conscious consent to the disputed transactions, but I think this strongly supports the conclusion that no one other than Mr E made these transactions. Mr E has given us no explanation as to how anyone other than him would've been able to access his device. But even if they had, this doesn't explain how his Nationwide account was accessed using his biometrics that had previously been registered to access the app. Or, why an unauthorised individual would wait almost nine hours in-between using the account to make disputed transactions without any other attempts. In my judgement, whilst there is no 'typical fraudster,' aside from the lack of explanation as to how Mr E's device was accessed, this doesn't strike me as the behaviour of someone trying to defraud Mr E.

So, based on the above evidence alone, I'm satisfied Mr E authorised the disputed transactions himself.

I also note that from the transactions, there was a £50 credit into Mr E's account from one of the same merchants. I presume this was from winnings. Mr E told our investigator: *'I do not hold an account with the gambling site in question, nor did I authorise any transactions or receive any legitimate credits from them. Any credits referenced by Nationwide do not represent funds I received or had control over.'*

Again, whilst there is no 'typical fraudster,' I fail to see why an unauthorised third party would arrange for any winnings from corresponding bets or games played via online gambling merchants to credit back to Mr E's own account. I see no benefit of this. Whilst it may be the online merchant's policy to pay winnings back to the same account the initial transactions came from, it also doesn't make sense as to why someone other than Mr E would do this.

Customer service issues

I know Mr E has raised concerns about the time it took for Nationwide to consider his fraud claim, and that it told him incorrect timeframes too. Nationwide has accepted that it made an error and has apologised for Mr E's loss of expectations and has paid him £35 by way of an apology. I find this appropriate in the circumstances. I appreciate Mr E told Nationwide he was struggling both mentally and financially upon discovering the disputed transactions and the lack of funds that were left in his account as a result, but as I find it most likely that Mr E himself made the disputed transactions, I can't say Nationwide did anything wrong in the way it responded to Mr E's requests for support. I'm sorry to hear that Mr E was left in a

difficult position, and that the lack of funds in his account resulted in the direct debit to his insurance policy to fail and the policy to lapse, but I don't find this was because of anything Nationwide did wrong.

Overall, having carefully considered all the circumstances involved with this complaint, for the reasons already mentioned I find that Mr E most likely authorised the disputed transactions. And I don't require Nationwide to do anything differently here.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 20 May 2026.

Lorna Wall
Ombudsman