

complaint

Mr G complains about some disputed transactions on his account. He would like Nationwide Building Society to refund these.

background

Mr G complained to Nationwide when he noticed a number of transactions on his account which he says he did not make. A total of seven transactions – each one for £3000 – had been made from his account to an online gambling website. He told Nationwide that his young nephew had admitted to making the first two transactions but the remaining five appeared to be duplicates and so, he wanted them to be returned to him.

Mr G also complained that Nationwide's security systems should have been alerted by these transactions as unusual activity for his account. Had it been alerted, he says, the transactions could have been blocked and Mr G may not have lost his money.

Nationwide said that it had not done anything wrong. It told Mr G that all of the transactions had been authorised, none of them were duplicates and therefore, it would not be returning his money to him.

When our adjudicator looked at Mr G's complaint, he also told him that he would not be asking Nationwide to return his money. So, Mr G asked for an ombudsman's decision.

my findings

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

were any of the seven payments duplicate?

I have seen the statements provided by Nationwide and I am satisfied that a new transaction was authorised each time. So I do not find that any of the payments were duplicates.

should Nationwide have been alerted to the transactions?

Approximately four weeks prior to this incident, Mr G contacted Nationwide when a large transaction he was trying to make to an online gambling website had been blocked. Mr G confirmed that he had made the transaction.

Then, a number of days before this incident, further relatively large amounts were paid to gambling websites. So, I'm afraid that the disputed transactions don't appear to be as unusual as Mr G says.

customer service

Mr G appears to be frustrated with what he says is poor service from Nationwide. An offer of £50 was made by Nationwide for not phoning Mr G when it said it would. But Mr G further complains that he was either misled or lied to about the timing of these transactions.

What he suggests is that Nationwide has changed its story to fit around when the payments were in fact made and cleared.

I have seen the list of the transactions - when Nationwide told Mr G that they were within moments of each other, I can see that most of them were. I can see a gap of just over an hour between the first and second one, and 15 minutes between the sixth and seventh one. All five transactions in between are within a minute of each other.

So, I don't think that Nationwide did try to mislead Mr G in what it told him.

Taking all of the above into account, I am afraid that I won't be asking Nationwide to refund Mr G's money.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 29 July 2016.

Shazia Ahmed
ombudsman