

## **summary of complaint**

Mr B complains that Nationwide Building Society is holding him liable for disputed transactions which occurred using his debit card.

## **background**

The following activity is relevant to this complaint:

- On 15 February an online gambling account was set up using Mr B's card details. A 'welcome' email was sent to Mr B's genuine email address.
- On 22 February Mr B's online banking account was accessed. Approximately 20 minutes later three deposits (totalling £400) were made to the online gambling account – the last occurred at 13.31.
- At approximately 14.00 Mr B was involved in a live web chat with the online gambling company (the company) in which he queried how the company had obtained his personal details.
- At 18.04 Mr B telephoned Nationwide to cancel his card.
- On 25 February Mr B claims to have become aware of the disputed transactions.

Mr B's complaint was closed whilst he pursued legal action through the courts against Nationwide. Upon Mr B discontinuing the claim, the complaint was re-opened by our organisation.

An adjudicator has already considered this claim and advised that he is unable to recommend the complaint be upheld. Mr B did not accept this view and has asked that the case be referred to an ombudsman.

## **my findings**

I have considered all the available evidence and arguments, in order to decide what is fair and reasonable in the circumstances of this complaint. All the evidence has been considered on the balance of probabilities – in other words, what I consider is more likely than not to have happened in light of the available evidence.

There is a period of a week between the account being set up and the disputed transactions occurring. I find this delay in using the account unusual. It is more common for an unauthorised third party to use such an account sooner, before the card holder has the opportunity to become aware of the situation.

When the online account was set up, Mr B's genuine email address was entered. A 'welcome' email from the company was sent to Mr B on 15 February. The registered email address for the account was then changed to a different email address at 13.59 on 22 February – this being some 28 minutes after the last disputed transaction. I find this action peculiar, especially as the 'welcome' email had already been sent to Mr B's genuine account.

I note from a letter Mr B sent to Nationwide that he claimed to have become aware of the initial account authorisation email *'upon discovering an email within my 'spam' folder, suggesting an account had been opened in my name.'* I am satisfied Mr B did receive notice that an account had been opened with the company. I am aware that Mr B has complained to Nationwide previously about his card being used, allegedly fraudulently, with another online gambling company. In light of this I am surprised that Mr B would wait approximately four hours after his live web chat with the company before telephoning Nationwide to cancel his card.

Taking all the evidence into account I reach the same conclusion as the adjudicator. I am not persuaded by the version of events put forward by Mr B. I believe it more likely than not that Mr B authorised the transactions and is therefore liable for these charges. I do not accept that it would be fair and reasonable for Nationwide Building Society to refund the transactions to Mr B.

### **my decision**

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

Robyn McNamee  
**ombudsman**