

The complaint

Mrs B says Nationwide Building Society (“Nationwide”) refuses to refund her for transactions on her account she says she didn’t authorise.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In summary, Mrs B says she thinks someone opened a fraudulent account in her name with another bank and transferred money from her Nationwide account to the fraudulent account via open banking. She disputes £6,710 worth of transactions made between 20 and 26 September 2024. Mrs B says she hasn’t shared her online banking details with anyone, and no one else has access to her phone. She says Nationwide should refund her these transactions.

Nationwide says the evidence it has suggests these transactions were made by Mrs B. It says there is only one device registered to Mrs B’s online banking and it was this device which was used to authorise the payments made. It says it has found a match on the IP addressed seen for disputed activity as well as genuine activity. So, it thinks it’s likely Mrs B made these transactions herself and has held her liable.

Our investigator considered this complaint and also decided not to uphold it. Mrs B wasn’t happy with this outcome, so the complaint has been passed to me for a 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.

Generally speaking, Nationwide is required to refund any unauthorised payments made from Mrs B’s account. Those rules are set out in the Payment Service Regulations 2017. Mrs B has said she didn’t carry out the transactions in dispute. So, I have to give my view on whether I think Mrs B did authorise the transactions or not.

Nationwide has provided evidence to show the only device that was linked to her account at the time of the disputed transactions was an iPhone 14, and this is the same device seen on her account being used for genuine transactions and online banking activity. The Nationwide app was protected by a six-digit passcode, which would’ve been needed to send money via open banking from her Nationwide account. It has also identified several genuine payments which were made from the same IP address as the disputed activity. Nationwide says it has checked for ‘remote access apps’, but it has not found evidence of this on Mrs B’s account. This means the person who carried out the transactions in dispute did so on Mrs B’s device, from a location she has been at previously to make genuine payments, and they had known her Nationwide online banking details.

Mrs B told us that no one else has access to her device or knows her passcode to her online banking. She says she lives in a secure home with her husband and daughter, and she is sure neither of them are responsible. So based on the evidence available, as Mrs B was the only person with access to her device and her online banking passcode, it seems likely these transactions were carried out by Mrs B.

I have thought carefully about what Mrs B says about her identity being compromised, and the other issues she has had with her general banking. However, it would only be fair for me to ask Nationwide to refund this money if the evidence persuades me they were unauthorised. In this case I have also seen regular logins to her Nationwide online banking and several genuine payments during the time of the disputed transactions. This further suggests Mrs B was aware of the disputed transactions as she didn't report these until 26 September 2024. And there is no evidence any further transactions were attempted after this.

So overall I am not persuaded these transactions were unauthorised and I will not be asking Nationwide to refund them.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 1 April 2025.

Sienna Mahboobani
Ombudsman