

The complaint

Mr O is unhappy Nationwide Building Society (Nationwide) have refused to refund him for several disputed transactions between November 2022 and February 2023. Mr O also complains about the service he received from Nationwide.

What happened

Mr O says he wasn't responsible for several transactions which took place on his account between 21 November 2022 and 26 February 2023 – amounting to £2,212.68. And he wants Nationwide to refund these.

Mr O also says he made Nationwide aware of his ongoing health concerns and requested email communication only. However, Nationwide have continued to call his mobile and this has caused him additional stress. Mr O is unhappy that Nationwide have now closed his accounts and have not been considerate to him during a difficult time.

Nationwide say they believe Mr O is responsible for the transactions in question, so they are will not be refunding these. Nationwide say they did take his communication preferences into account, however, at times it has been necessary for them to call him. Nationwide say they made the decision to close Mr O's account after receiving a total of 10 complaints from him, 4 in the last 12 months. So, they believe they are unable to meet Mr O's expectations and he would be happier with another banking provider.

The complaint was brought to our service and considered by one of our Investigators. Based on the evidence, they felt it was more likely than not Mr O himself either made or authorised these transactions. They also investigated the level of customer service he had received from Nationwide and decided not to uphold the complaint on this point either.

Mr O has disagreed, so this has been passed to me for a final decision.

Mr O has raised a number of other complaints against Nationwide since raising this complaint. I understand these are being investigated separately. So, for clarity, this decision focuses solely on the complaint points listed above.

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'd like to reassure both parties that although I've only given an overview of what happened, I've read and considered everything we've been provided.

Where there's a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened considering the available evidence.

The relevant regulations for Mr O's disputed transactions are the Payment Service

Regulations 2017. The basic position is that Nationwide can hold Mr O liable for the disputed payments if the evidence suggests that it's more likely than not that he made or authorised them.

The transactions in question were made sporadically over a period of almost four months. This is not typical of fraud cases. Usually, a fraudster will try and empty the account as soon as possible, to withdraw as much money as they can before the account is blocked. I've also seen that during these three months Mr O checked his balance and viewed his full account statement online many times. And often the transactions in dispute had a significant impact on his account balance. So, I think it's unusual that Mr O did not flag this. Mr O only claimed these transactions were fraudulent after the Nationwide fraud team contacted him to discuss one of the payments.

I've looked through Mr O's transaction history and I've seen that the account was regularly used with genuine spending taking place throughout the period of the disputed transactions. I've also seen that often when Mr O's account was low, cash would be credited into the account which then funded further disputed transactions. So, this suggests that Mr O had control of his account during this time and it's likely that he was making or authorising these payments himself.

So based on all the evidence I've seen, it seems unlikely these transactions were committed by fraud and more likely that Mr O had made or authorised them himself.

In relation to the service Mr O has received from Nationwide, I have considered the extensive evidence on this point. Mr O says he felt harassed by the bank. He says he had requested Nationwide only contact him via email but has provided evidence that they called him on his mobile many times after this. Mr O says this caused him additional stress during an already difficult time. Nationwide say that there were times that it was necessary for them to call him – and I can see that they needed to speak to him for security reasons when looking into his Data Subject Access Request. Nationwide say calls were also made by their collection's teams, and this is usual process for that team. While I agree that they haven't always emailed Mr O as he requested, I think the calls made by Nationwide were appropriate and necessary. I can understand that this was a stressful time for Mr O, but I don't think Nationwide's treatment of him amounts to harassment or warrants any payment of compensation.

Ultimately it seems that the relationship between Mr O has broken down, and so I think it was appropriate for Nationwide to close his accounts. Mr O has expressed strong feelings of dissatisfaction and a loss of trust with Nationwide – so it's likely Mr O will be happier banking elsewhere.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 6 February 2024.

Sienna Mahboobani
Ombudsman