

The complaint

This complaint has been brought by the estate of Mr G and is about how Nationwide Building Society dealt with a request for the date of death figures for Mr G's account.

The estate is represented here by the executors, Mr and Mrs G, who were the late relatives of Mr G. For ease of reading I will refer to Mrs G as being the complainant here.

What happened

Mr G held a number of accounts with Nationwide at the date of his death in April 2020. Probate was granted in June 2020 with Mr and Mrs G appointed as the executors of Mr G's estate.

After Mr G's death, Mrs G informed Nationwide that Mr G had passed away and she asked it to provide date of death figures for his accounts. Nationwide provided the date of death figures to Mrs G in May 2020, which she provided to HMRC for inheritance tax purposes. However, this figure was higher than the cheque in settlement that was sent by Nationwide in July 2020 following the grant of probate. So, Mrs G contacted Nationwide to query why the date of death figures hadn't matched the value of the cheque.

Nationwide informed Mrs G that the date of death figures it had provided in May 2020 hadn't been correct. Mrs G said no explanation was offered as to the reason for the discrepancy. She therefore requested details of how the date of death figures had been calculated.

On 8 August 2020, Nationwide sent account closure statements for Mr G's accounts. It also wrote to Mrs G to reiterate that the original date of death figures it had provided had been incorrect and it enclosed the correct figures with its correspondence. But it didn't explain how it had come to offer incorrect figures previously.

On 14 October 2020, Mrs G wrote to Nationwide informing it that she wanted it to provide full information about how the original date of death figures had been calculated so she could understand how this discrepancy had arisen.

By the end of October 2020, Mrs G said she hadn't received a response to her clarification request. So, she chased Nationwide for the requested information but received no reply. And on 7 December 2020, Mrs G complained to Nationwide about its lack of response to her clarification request.

In January 2021, Nationwide issued its final response to Mrs G's complaint. It explained that the value of the cheque had been correctly calculated and provided a full breakdown of the correct date of death figures. However, it stated it couldn't provide a breakdown for the incorrect date of death figures it had initially provided or confirm why the figures had been incorrect. It apologised for the discrepancy between the initial and revised date of death figures and acknowledged the errors it had made. And it offered to compensate Mrs G in the overall sum of £250 to recognise the time it had taken for the correct information to be provided and the inconvenience this had caused due to the complaint involving a bereavement.

Being dissatisfied with Nationwide's response to her complaint Mrs G referred it to our service. Our investigator looked into this and empathised with Mrs G. But they didn't recommend upholding this complaint. They didn't think Nationwide had made an error in the amount it had paid the estate of Mr G. And our investigator explained to Mrs G that, because our service can't award compensation to third parties, they couldn't ask Nationwide to increase its compensation offer. But Mrs G rejected our investigator's view of her complaint and asked for it to be referred to an ombudsman.

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'm very sorry to learn of the bereavement Mrs G has suffered. I appreciate that the time since Mr G's passing will have been difficult for Mrs G. And I can see the strength of feeling she has about this complaint.

Mrs G has sent submissions in response to our investigator's view of her complaint. I want to assure her I've read and considered everything that both she and Nationwide have sent when reaching my decision. I haven't referred to all the points Mrs G's raised as I've focused on what I feel are the key issues of the case. I hope Mrs G won't take that as a discourtesy, my approach reflects the informal nature of our service.

When considering what's fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time. Having done so, my review of the evidence has led me to the same overall conclusions as those reached by the investigator and for broadly the same reasons. I'm sorry to disappoint Mrs G but I'm not going to be able to help her as she'd like. I'll explain why.

Under our rules, we can consider a complaint from a consumer. Mr G was the consumer originally but when he died the right to complain passed to his estate. Although Mrs G is representing the estate, she's not Nationwide's customer here. Her role is to bring the complaint on behalf of the estate, in the same way that a person might instruct a solicitor or other professional to represent them in a complaint.

I don't have the power to look at a complaint from Mrs G in her personal capacity or look at how this matter has affected her personally. In saying this I understand the points Mrs G has made. And it's clear that this matter has been difficult and frustrating for her to deal with, but that's just not something I've got the power to consider.

I'm sure Mrs G has suffered some upset and inconvenience in dealing with Nationwide and for that I'm sorry. But any award of compensation I make can only take into account the losses, distress and/or inconvenience suffered by the actual consumer. In this case that's the late Mr G not his representatives.

Nationwide has accepted it made an error when it provided the initial date of death figures to Mrs G. It's told our service that this was due to the figure being calculated manually. I can appreciate why Mrs G asked Nationwide to provide information showing exactly how the initial figure came to be incorrectly calculated. But Nationwide has said it can't do this.

I can see that Nationwide has expanded on the information it gave Mrs G about why the incorrect calculation was obtained since she referred her complaint to our service. It's told us that when a personal representative of a deceased account holder requests a date of death

figures breakdown a manual calculation is provided by its savings resolution team as this cannot be undertaken by the bereavement services team.

Nationwide has further stated that it uses a system tool during bereavement registration to create the date of death figures. This tool doesn't always use the correct figures or properly take into account a change of interest rate. And Nationwide said the individual inputting the figures hadn't checked them against the account correctly.

While Mrs G appears to want more detail about how the error occurred, I think Nationwide has offered a fair explanation of what happened in as much detail as it can. And, impartially, I don't think it'd be fair for me to ask it to provide any further information here.

I can see that Nationwide provided documentation to Mrs G that she can use to update HMRC's calculations relating to any inheritance tax paid. I think this is a reasonable step for it to take, which shows it was trying to assist Mrs G in recovering any excess tax paid if this had happened. Mrs G has confirmed that there has been no overpayment of inheritance tax. So, the error hasn't resulted in a financial loss here.

I can understand why the error may have undermined Mrs G's confidence in Nationwide. However, it's shown our service documentation that disclose the balances of the accounts that Mr G held with it. Having seen this evidence, I'm persuaded that the value of the cheque matches the correct date of death figures. It follows that I'm satisfied the error Nationwide initially made with the date of death figures has been remedied. I therefore can't fairly uphold a complaint that the estate of Mr G was underpaid.

In recognition of the delay in providing correct date of death figures to Mrs G and the inconvenience this error caused Nationwide offered to compensate her an overall sum of £250. I understand that this figure was increased from the initial amount Nationwide had offered, namely £150. Nationwide has told our service that this increase took into account that this complaint was a bereavement case. In doing so, I'm satisfied that recognition was given to the additional upset that would have been caused here.

While it's clear that Mrs G isn't happy with the compensation Nationwide has offered her, our service takes the view that an estate isn't able to experience the trouble and upset an individual can. So, I wouldn't ordinarily award compensation for Nationwide's error.

I can't ask Nationwide to increase its award for the reasons outlined. But, impartially, I think what it's offered to pay Mrs G here is fair and reasonable. It takes into account the multiple requests she made for clarification of the date of death figures, the time she spent dealing with Nationwide and the fact that a family member had recently passed away. If it hasn't already paid the compensation it offered Mrs G, Nationwide should pay that sum to resolve this complaint.

I realise Mrs G will be disappointed with this decision. But it brings to an end what we, in trying to resolve her dispute with Nationwide informally, can do for her. I'm sorry we can't help Mrs G any further with this.

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 the estate of Mr G to accept or reject my decision before 22 June 2022.

Julie Mitchell
Ombudsman