

The complaint

Mr H complains that Nationwide Building Society closed his account and didn't send him statements when requested.

What happened

I issued my provisional findings on this case. I planned to come to a different outcome to our investigator, so I wanted to give both parties the chance to respond with any additional information they wanted me to consider before I came to my final decision.

I have copied my provisional decision below, which forms part of this final decision.

"Mr H had a number of calls with staff at Nationwide in relation to a current account he held with them. Nationwide say that Mr H was abusive during these calls and so it wrote to him on 10 March 2021 and let him know it would be closing his account on 9 April 2021.

Mr H was unhappy with this and said that he didn't have enough time to open a new account because he didn't have a passport. He also didn't think that Nationwide had taken his disability into account when coming to its decision.

Nationwide responded to Mr H's complaint to say that the decision to close his account was fair. It said that Mr H had been abusive towards its staff and it referred to the terms and conditions of the account which state that it can close an account in these circumstances. Nationwide gave Mr H a further extension on the closure of the account to 26 April 2021. Mr H says that Nationwide has breached data security by recording his calls.

He also complains that Nationwide didn't send him statements when he requested them. He says that this has caused him to lose out on getting a car.

Our investigator looked into to things for Mr H. He didn't think Nationwide had acted unfairly when it closed Mr H's account. He explained that Nationwide would normally send call recordings to this service when investigating a complaint. And he explained that he hadn't seen any evidence that Mr H requested statements on the dates he'd said he had, and so he didn't think he could fairly say that Nationwide had done anything wrong.

In addition to the above, Mr H says that he was harassed by Nationwide when it called him numerous times to discuss the account. Our investigator agreed with Mr H here and thought Nationwide ought to compensate Mr H £100. Mr H responded on this point to say the compensation wasn't enough and that he was going to take the matter to court. So asked for this service to not look into this part of his complaint. Because of this, I won't be making any findings on this point.

Mr H didn't agree with our investigator's view and because of this, the complaint has been passed to me to make a decision on the matter.

What I've provisionally 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. Having done so, it is my current intention to uphold Mr H's complaint in part.

It's probably worth starting off by explaining that this service is separate to the courts. We're an informal dispute resolution service and we look at what is considered to be fair and reasonable, while taking into account any of the relevant laws and guidelines. I'm not able to find that Nationwide has acted unlawfully as Mr H has suggested.

I've read and taken into account all of the information provided by both parties, in reaching my provisional decision. Mr H has sent this service a lot of information for me to consider during the course of this complaint. If I've not reflected something that's been said in this provisional decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to Mr H, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

The complaint Mr H initially brought to this service was about the closure of his account. He has since complained about how Nationwide have used call recordings and that it didn't send him his statements.

Account closure

*I've looked at the terms and conditions that applied to Mr H's account. They say:
"We may close your **account** immediately and without notice in exceptional circumstances. These might include:....*

d) ...you have been threatening or abusive towards our staff;"

Nationwide has sent this service copies of call recordings and reports from its staff members who spoke to Mr H. Based on these, I can understand why Nationwide took the decision to close Mr H's account. The terms and conditions confirm that it could do this with immediate effect, however, I have seen that Nationwide initially gave Mr H until 9 April 2021 to find a new banking facility.

I have also seen that Nationwide extended the account closure to 26 April 2021 after it found that Mr H was having difficulty in opening a new account.

Based on the above, I can't fairly say that Nationwide did anything wrong when it closed Mr H's account, and I think it provided him with more time than it was required to, to find a new banking facility.

I've taken on board Mr H's comments in that it didn't give him the opportunity to find representation to dispute the matter. But Nationwide didn't need to do this. And I'm satisfied that Mr H's actions on the phone were enough for it to make this decision.

Statements

Nationwide has sent me a copy of a call recording from 11 May 2021. I can hear that Mr H requested statements and based on the conversation he had with the representative; it seems as though he had already requested these previously, but he still hadn't received them. I haven't seen any evidence to show that the statements were sent to Mr H until our investigator asked Nationwide to do this. So, I think Nationwide could have done more to help Mr H here.

Mr H says that not getting the statements has led to him not being able to get a car. Our investigator asked Mr H for evidence of this, but he hasn't provided us with anything.

Because of this, I can't fairly say that Mr H has lost out on a car as a result of Nationwide not sending the statements to him. Even if Mr H did send this service evidence of losing out on the car, it would be difficult for me to find that this was solely down to Nationwide not providing the statements – and I'd need clear information from the lender which said this. I say that because I presume that Mr H would need to meet other eligibility requirements of that lender in order to get the car, so it would be difficult for me to find that Nationwide were wholly responsible for this without any clear evidence.

However, I do think Nationwide caused Mr H undue distress and inconvenience by not sending statements to him in a timely manner – as it seems he had to chase them up. So, I think Nationwide should pay Mr H £100 to compensate him for this.

Call recordings

I can see our investigator has already explained that he'll need to contact the Information Commissioners Office (ICO) if Mr H is unhappy that Nationwide forwarded call recordings to this service or recorded the calls in the first instance. I won't be making a finding on this point."

Nationwide responded to say it agreed with my provisional findings.

Mr H also responded. He didn't think the £100 I suggested was enough to compensate him for not getting his statements in a timely manner. He said that he didn't apply for the car because he couldn't get the statements and said he would be automatically declined on this basis. Mr H said that fair compensation would be £50 per week for taxi costs and he would like Nationwide to provide him with a hire car for the next two years.

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.

Having considered everything again, it is still my decision to uphold Mr H's complaint, for much of the same reasons as outlined in my provisional decision.

I've thought about Mr H's comments in relation to the car he wanted to get, and that he says he didn't apply for the car because he didn't get statements from Nationwide. In order for me to be satisfied that Mr H incurred a direct loss of not getting the statements, I'd need to at least have seen some evidence that Mr H wasn't able to get the car, which I haven't.

Mr H says he made the decision not to apply for the car because he knew he would be declined because he didn't have statements. But given that Mr H didn't even attempt to apply, I don't think I can fairly say that Nationwide has caused Mr H a loss here. It's possible that had Mr H attempted an application, then the provider might have allowed him more time based on the difficulties he had in getting the statements from Nationwide. In any event, I can't compensate Mr H for something he made the choice not to go ahead with.

So, based on everything I've said. It is still my decision to uphold Mr H's complaint for the delay in him getting the statements. And I still think £100 is appropriate for the inconvenience he incurred in getting the statements.

Putting things right

Nationwide must pay Mr H £100 for the inconvenience caused to him by not providing his statements in a timely manner.

My final decision

For the reasons set out above, I uphold Mr H's complaint. Nationwide Building Society must put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 April 2022.

Sophie Wilkinson
Ombudsman