

## **The complaint**

Mr A says Nationwide Building Society treated him unfairly when he tried to make transfers from his accounts and close them down.

## **What happened**

The facts of the complaint are well known to both parties, so I will only provide a summary of the key points of the complaint.

In June 2021 Mr A attended his local Nationwide branch to close his Nationwide accounts and transfer his funds. Mr A attended the branch with his brother, Mr A2, who represents Mr A in this complaint.

During the conversations that took place at the meeting, the branch manager explained that the accounts couldn't be closed at this time as there were welfare concerns for Mr A. Mr A2 says the meeting was very stressful and upsetting for Mr A and the bank manager acted unprofessionally.

Mr A2 raised a complaint on behalf of Mr A about the service received. Nationwide reviewed the complaint and found its member of staff had acted reasonably in declining the account closure request. Nationwide explained the bank manager had concerns and it has a duty to act in the best interest of its members. On this occasion the account closure and transfer were declined until further enquiries could be made. Nationwide did however accept that there was an error in processing the power of attorney forms for Mr A2 and it offered Mr A £50 in recognition of this error.

Dissatisfied with Nationwide's response Mr A2 referred the complaint to this service. An investigator reviewed Mr A2's concerns about how Mr A had been treated and found that Nationwide had acted fairly given the circumstances. They found Nationwide had acted in line with its processes and its decision to make further enquiries before agreeing to Mr A's request was fair.

Unhappy with the investigator's review, Mr A2 ask for an ombudsman to review the complaint.

I looked at Mr A's case and issued by provisional decision on 9 January 2023.

## **What I said in my provisional decision**

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*There's a great deal of correspondence on this complaint and many complaint points have been raised. I will, however, focus on issues which are - in my opinion - relevant to reaching a fair outcome to this complaint. This isn't meant as a discourtesy. It simply reflects the informal nature of our service.*

### *The branch meeting*

*The meeting in branch with Mr A and Mr A2 is the source of many of the issues Mr A2 has raised. I have carefully considered Mr A2's comments about the experience and impact on Mr A, alongside Nationwide's comments. Based on the evidence I have seen I don't think it was unreasonable for Nationwide to decline Mr A's request to close his account and transfer out the funds. I will explain why.*

*Mr A contacted the branch via letter asking for a meeting as he wished to close all his accounts and transfer money to Mr A2. The branch manager agreed to this request, and Mr A attended with Mr A2. Mr A wished to close his accounts with Nationwide and transfer the funds to another account. The branch manager asked some questions about this request and felt that it wasn't appropriate to agree to it immediately. Instead, the branch manager thought it best to refer the issue to Nationwide's specialist services team, as she wanted to ensure Mr A's best interests were being considered. The branch manager says the interaction was tense and Mr A2 was unhappy with the fact the transaction had been declined. Mr A2 says the manager was unprofessional and insensitive during these discussions, and this has left Mr A unwilling to attend the branch again.*

*I understand the branch manager's version of events and Mr A2's recollections differ. In cases where there is conflicting information, I have to take a view as to what I consider, on balance, is the most likely situation. I appreciate the branch manager's questions, comments and ultimately her decision to not action the request was upsetting and frustrating for Mr A. However, based on the information available at the time I think it was reasonable for her to refer the issue to Nationwide's specialist team. Nationwide, like other financial institutions is obligated to consider consumer requests like Mr A's in line with regulatory guidance. This includes safeguarding considerations for customer's that may be vulnerable or susceptible to economic abuse. In Mr A's case although he had the relevant authority to deal with his affairs, the branch manager was aware of his health situation and felt it prudent to ensure the transfers would be in his best interest.*

*It is also important to note that although the account closures weren't carried out at this stage, this didn't mean they wouldn't be possible once Nationwide's enquiries were completed. This initial inconvenience seems unavoidable given the circumstances.*

### *Nationwide's enquiries*

*Following the branch visit, Mr A's request and the circumstances of his request were referred to Nationwide's specialist services team. This team decided to contact social services to gather more information about Mr A's situation.*

*It is not unusual for businesses like Nationwide to contact other organisations to gather information about a customer's welfare. I can see social services attempted to contact Mr A, and it eventually spoke to him in September 2021. The social worker was satisfied there were no welfare or safeguarding concerns for Mr A and there was no need for their involvement.*

*Whilst the case was awaiting an ombudsman decision further information was requested from Nationwide about what happened after it made a referral to social services. The provision of information has been sparse, but what has been provided shows that Nationwide was aware of the development with social services, and that there were no financial harm concerns. Its internal notes indicate that Mr A was to attend the branch to progress the transfer. However, looking at the available evidence I can't see that Mr A and Mr A2 were clearly made aware that Nationwide had completed its review, and Mr A was able to proceed with his account closure requests. Given Mr A and Mr A2 were told*

*Nationwide was carrying out a review, I would've expected Nationwide to inform them of the outcome of this review as soon as possible. I can't see that this was done until October 2022 when Mr A was sent a letter confirming all restrictions on his accounts had been removed.*

*Nationwide says it was awaiting Mr A to attend branch to action the transfer of funds and account closures. But Mr A2 has explained that given the negative experience Mr A had when he attended branch in June 2021 he was unwilling to attend, and he expected his request to be declined again as he hadn't heard anything different from Nationwide. Nationwide says it was awaiting further contact from Mr A and if the request was urgent it would've expected him to attend branch as soon as possible. But I don't agree with this view – Mr A had raised a complaint about the service he received and Nationwide's decision to block his account closure request. Mr A was unaware of the enquiries Nationwide was making and the extent of its review. So, I think it's reasonable for Mr A to have awaited confirmation from Nationwide that he could proceed with his request before attending his local branch again.*

*Looking at the timeline of events it seems that for over 12 months Mr A wasn't clearly updated about the status of his account and the progress of Nationwide's further enquiries. Nationwide's lack of clarity and communication on this has drawn out Mr A's complaint, and he has experienced further distress and inconvenience because of this poor communication.*

### **Putting things right**

*Nationwide should pay Mr A £500 compensation in recognition of the distress and inconvenience he suffered because of its poor customer service.*

### **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.

Nationwide replied to the provisional decision, explaining it accepted my recommendation it pay Mr A £500 in compensation. Mr A2 responded explaining his reasons for disagreeing with the findings within the provisional decision.

Mr A2 explained the decision didn't adequately address the fact Nationwide could've informed Mr A and Mr A2 of its concerns about the transfer before invited them into branch. In particular, Mr A2 says enquiries could've been made before any meeting took place.

I've considered Mr A2's comments. However, looking at the timeline of events I think it only became apparent that a referral to Nationwide's specialist team was necessary once the meeting took place. It was during the meeting that the branch manager was able to ascertain the specific details of the request from Mr A and this is what prompted further investigation around safeguarding issues. So I don't think Nationwide acted unfairly in allowing Mr A and Mr A2 to attend branch in June 2021.

Mr A2 says the provisional decision is biased and takes the branch manager's word over Mr A and Mr A2's. The Financial Ombudsman Service isn't a consumer champion. So although I've noted Mr A2's comments about our service being biased not being fit for purpose, I must stress that we are impartial and do not take the side of either party to a complaint. I have to be objective, and neutral, and sometimes that means stepping back from the fine detail, taking an overview and deciding what is fair, reasonable and pragmatic in all the overall circumstances of the case.

With this in mind, when assessing the facts available I have considered what would've been the reasonable course of action given Mr A's transfer request when he visited the branch. I think regardless of the branch manager's role in the matter, further enquiries would've been necessary in order for Nationwide to ensure it was acting in Mr A's best interests. This would've required a separate review, which wouldn't have taken place immediately, so I think there would've been some delay in processing Mr A's request. As the provisional decision explains, Nationwide's service after this point was poor and there was a lack of clear communication, which warranted the compensation outlined in the provisional decision.

I am sorry to learn of the effect this complaint has had on Mr A and in turn Mr A2. I hope the reasons set out in this decision, alongside my provisional decision, will go some way in helping them understand why I won't be asking Nationwide to do any more than outlined in my provisional decision.

### **Putting things right**

Nationwide should pay Mr A £500 compensation in recognition of the distress and inconvenience he suffered because of its poor customer service.

### **My final decision**

For the reasons given above, I uphold this complaint and require Nationwide Building Society to put things right by doing what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 March 2023.

Chandni Green  
**Ombudsman**