

## **The complaint**

Mrs H is unhappy with the service she received from Nationwide Building Society surrounding the requested opening of an account.

Mrs H's complaint is brought to this service by her appointed representative, Mr G.

## **What happened**

Mr G, who holds Power of Attorney for Mrs H, approached Nationwide to open a new current account for Mrs H and was promised a call back from Nationwide within 48 hours to complete that request. However, Nationwide didn't call Mr G back within that timeframe, and the account was only opened after Mr G himself called Nationwide back several days later. Mr G wasn't happy about this, so he raised a complaint.

Nationwide looked at the complaint. They explained that their agent who had taken Mr G's initial call had sent the request for a call back to the wrong internal email address, which had meant the request hadn't been received by the team that should have received it. Nationwide apologised for this, and they offered to make a payment of £150 as compensation for any trouble and upset Mrs H and Mr G may have incurred as a result.

Mr G didn't feel Nationwide's response to this complaint went far enough, so he escalated his complaint within Nationwide. This led Nationwide to reassess the impact the events in question had had, and to increase their offer of compensation to £350. Mr G wasn't satisfied with Nationwide's response, so he referred this complaint to this service.

One of our investigators looked at this complaint. They felt the response Nationwide had issued – including the apology, explanation, and offer of £350 compensation – already represented a fair and reasonable outcome to what had happened. Mr G remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

Having done so I feel it's important for me to clarify the role of this service and the remit of what we can and can't consider. This service isn't a regulatory body or a Court of Law, and so it isn't for this service to 'fine' or 'punish' a business or to declare that a business has acted in a non-regulatory or unlawful manner. Such declarations would be for a regulatory body or a Court of Law to potentially make.

Instead, the role of this service is to act as an informal dispute resolution service, with a remit based on fairness of outcome. This means that my considerations are largely limited to whether an unfair outcome has occurred, with a remit to instruct a business accordingly if I feel the present position of the issues being complained about remains unfair.

In this instance, Nationwide don't dispute that they didn't provide the level of service to Mrs

H and Mr G that they should have done, and they've apologised for this and made an offer of £350 as compensation for any upset and inconvenience that may have been incurred.

So, the questions I have to ask – as per the remit of this service as described above – are: 'Has Nationwide take the corrective action needed to practically resolve this issue?' and, if appropriate: 'Has Nationwide made a fair and reasonable offer of compensation to Mrs H, as the eligible complainant here, given the trouble and upset she appears to have incurred?'.

Regarding the first question, the account that Mr G wanted to opened for Mrs H has been opened, and so I'm satisfied that Nationwide have taken the corrective action to put Mrs H in the position she should have been in – i.e. holding a newly opened account – had Nationwide not made the errors that they did.

This leaves the matter of whether Nationwide's offer of £350 compensation for the impact of their errors on Mrs H is fair.

Matters of compensation can be subjective, with an offer considered fair and reasonable by one person often not being considered as such by someone else. But, given the full circumstances of this complaint, I do feel that the £350 already offered by Nationwide is a fair compensation amount here, and I can confirm that it's in-line with the general framework which this service uses when considering compensation amounts (details of which can be found on this service's website) and that it's commensurate with what I might have instructed Nationwide to pay, had they not already offered to do so.

I'm aware that Mr G is unhappy that, having referred this complaint to this service and then sought to escalate the complaint internally with Nationwide, that Nationwide then asked this service to pause our review of this complaint while they themselves considered it.

However, the rules by which this service must abide – which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook – include that this service can only consider a complaint after the business being complained about has had the opportunity to consider and respond to that complaint themselves.

In practical terms, this means that when Mr G asked Nationwide to escalate this complaint internally and reconsider their position on it, it was correct for Nationwide to advise this service that such a request had been received and to ask us to not consider this complaint until they'd responded to the escalated complaint themselves.

I'm also aware that Mr G is unhappy with how Nationwide investigated this complaint and feels that Nationwide's complaint handling process should be considered by this service.

But, as mentioned previously, this service isn't a regulatory body, and so how a company handles a complaint – even if that complaint is about a financial matter – isn't within the remit of what this service is permitted to consider. Rather, this service can only consider the specific issues that are being complained about, which in this instance were the delays in opening the requested new account and the service issues surrounding those delays.

Ultimately, having considered what happened here, I feel that the response Nationwide have already issued in regard to this complaint – including the explanation and apology for what happened, and the offer of £350 compensation for any trouble and upset incurred – already represents a fair and reasonable resolution to this complaint.

All of which means that, while I will technically be upholding this complaint in Mrs H's favour, I'll only be doing so in order to formally compel Nationwide to honour the offer of £350 compensation that they've already made – should Mrs H (or Mr G in his role as Mrs H's

appointed representative) formally accept my final decision here – and I won't be recording any adverse outcome against Nationwide in this instance, given that I'm satisfied that the response Nationwide have already made in regard to this complaint does represent a fair and reasonable resolution to what's taken place.

I realise this might not be the outcome that Mrs H and Mr G wanted, but I trust that they'll understand, given all that I've explained, why I've made the final decision that I have.

### **Putting things right**

Nationwide must make a payment of £350 to Mrs H.

### **My final decision**

My final decision is that I uphold this complaint against Nationwide Building Society on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 26 January 2023.

Paul Cooper  
**Ombudsman**