

## The complaint

Ms G is unhappy with the service she received from Nationwide Building Society surrounding a current account switch.

## What happened

Ms G wanted to instruct a full switch of her current account to Nationwide but instructed a partial current account switch by mistake. Ms G realised her error and telephoned Nationwide to request that the partial switch she'd instructed be cancelled. Ms G was told that the partial switch would be cancelled, but later found that Nationwide had opened a new current account in her name and set up direct debits for her, but that her direct debits also remained present in her existing current account, meaning that they were now set up on two different accounts. Ms G wasn't happy about this, so she raised a complaint.

Nationwide accepted that they hadn't cancelled the partial switch as they should have done, and they apologised to Ms G for this and made a payment of £200 to her as compensation for any trouble or upset she may have incurred. Ms G wasn't happy with Nationwide's response, especially as she was left to resolve the many direct debits that were now set up on both accounts, and so she referred her complaint to this service.

One of our investigators looked at this complaint. But they felt the response that Nationwide had issued to Ms G's complaint already represented a fair outcome. Ms 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.

I issued a provisional decision on this complaint on 8 March 2023 as follows:

*Nationwide have accepted that they didn't cancel the partial switch as they should have done, and they've apologised and paid compensation to Ms G for this.*

*However, given that Nationwide have accepted their error here, I don't feel that they've done enough to resolve this situation as I feel they fairly and reasonably should have done.*

*Specifically, given that Nationwide accept that the partial transfer should have been cancelled, I feel that Nationwide should have taken the steps necessary to put Ms G into the position she should have been in had the partial switch request been cancelled as requested. This includes that Nationwide should have confirmed with Ms G that all direct debits remained in place in her original current account before then cancelling all direct debits in the new Nationwide account and then closing that account.*

*But Nationwide didn't do this, and instead they left it to Ms G to unpick the situation which arose because Nationwide didn't cancel the partial switch as they should have. This doesn't feel fair to me. And given the impact of these events on Ms G, as she's described them to this service, I don't feel that the £200 compensation that Nationwide have paid to Ms G provides fair compensation for the ongoing trouble and upset that this matter has caused.*

*Accordingly, my provisional decision is that I'll be upholding this complaint in Ms G's favour and instructing Nationwide to contact Ms G, as I've described above, to confirm that all direct debits remain present in her old account before closing the new Nationwide account that should never have been opened. And if there are any direct debits that are no longer present in the old account, Nationwide should liaise with Ms G and the bank who holds that account to ensure that the direct debits are returned to that account. In short, Nationwide should do all they can to help Ms G correct what has happened here.*

*Additionally, I'll also be instructing Nationwide to pay Ms G a further £150 compensation – so that the total compensation amount is £350 – which I feel provides a fairer level of compensation to Ms G for the inconvenience and distress that this matter has caused her.*

*Finally, Ms G has stated that she feels Nationwide have committed a data breach by setting up the new account and the direct debits, after she instructed them to cancel the partial switch. But it isn't within my remit here to declare that a data breach has or hasn't occurred. Instead, that would be a matter for the Information Commissioner's Office ("ICO") to decide upon – given that they're the relevant regulatory body in this regard – and so I can only refer Ms G to the ICO if she still wishes to pursue this aspect of her complaint.*

Ms G welcomed my provisional decision, including that Nationwide would be instructed to contact her to ensure that the wrongly opened Nationwide account would be closed and that any potential issues regarding direct debits would be resolved.

Ms G also explained that she believed the £200 paid to her by Nationwide wasn't compensation but was the promotional amount that she should and would have received having completed the current account switch.

But Ms G never completed the current account switch – which I feel is evident from the circumstances of this complaint – and so I don't feel that she was eligible to receive the promotional £200 to which she refers. Additionally, Nationwide have always referred to this amount as compensation. And so, I'm satisfied that the £200 paid to her by Nationwide is a compensation amount.

Ms G also reiterated that she would like her complaint about a potential data breach to be considered here. But as explained, this service isn't a regulatory body which means it isn't within my remit to declare whether a data breach has or hasn't occurred. I can only repeat to Ms G my referring her to the ICO if she wishes to pursue this aspect of her complaint further.

Nationwide also responded to my provisional decision and didn't raise any objections to it. As such, I see no reason not to uphold this complaint in Ms G's favour on the basis explained in my provisional decision. And I confirm that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Nationwide must contact Ms G to confirm that all direct debits remain present in her originating account before closing the new Nationwide account that should never have been opened.

If there are any direct debits that are no longer present in the originating current account, Nationwide should liaise with Ms G and the bank who holds that account to ensure that the direct debits are returned to the original account. In short, Nationwide should do all they can to help Ms G correct what has happened here.

Nationwide must also make a payment of a further £150 to Ms G, so that the total amount of compensation paid is £350.

### **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 Ms G to accept or reject my decision before 18 April 2023.

Paul Cooper  
**Ombudsman**