

## **The complaint**

Mr C complained about what happened when he applied for a Nationwide Building Society mortgage. He said his application took far too long, and caused him a great deal of stress. He was also unhappy about his customer journey, and what happened when he complained.

## **What happened**

Mr C complained about how long it took Nationwide to provide him with a mortgage offer. He said things went wrong in mid-July, not long before he was due to complete his purchase, and it took Nationwide too long to sort things out. He said Nationwide just wasn't telling him what was happening, although he was talking to Nationwide almost every day.

Mr C said he also wanted to complain that his complaint had been mishandled, and no one took responsibility for it. He said he was promised a call-back that didn't happen, and again, no one at Nationwide would tell him what was happening.

When Nationwide wrote to Mr C about this complaint, it said it could understand why Mr C was concerned about incorrect information on whether the money was ready to be released for his mortgage application, and he didn't get a promised call back. But it said that Mr C's conveyancers had sent it a certificate of title before a response was sent to them. It said it stayed within its timescales, and hadn't confirmed it would be in touch on a particular day when Mr C said he was promised a call back.

Nationwide said then that it was sorry there were errors made on Mr C's application, and when his current account had been opened, some years ago, his middle name wasn't included. Nationwide offered Mr C £150 to say sorry.

Nationwide also said it was sorry that it hadn't responded to Mr C's complaint within the 56 days allowed for that.

When this case came to our service, Nationwide said it had now been able to give Mr C a mortgage, and he'd bought his new home. It said he had originally applied on 9 March 2022, but the offer needed to be amended after the conveyancer confirmed Mr C's middle name.

Our investigator didn't think this complaint should be upheld. She didn't think Nationwide had delayed Mr C's first offer. She said there were delays between 23 July, when she had understood Mr C's conveyancer asked Nationwide to change the name on the offer, and 11 August, when she said the offer was reissued. But she didn't think these were delays Nationwide could clearly have avoided. She said Mr C could have corrected his name earlier. She acknowledged some service issues which delayed completion, but said these hadn't materially impacted Mr C. And she said that Nationwide had made a fair and reasonable offer of £150 to resolve this complaint.

Mr C strongly disagreed. He said Nationwide had verified his identity several years earlier, when he'd opened his current account with it. So he felt that Nationwide carried more responsibility for this mistake over his name than our investigator suggested.

Our investigator didn't change her mind. Because no agreement was reached, this case came to me for a final decision. I then reached my provisional decision on this case.

### **My provisional decision**

I issued a provisional decision on this complaint and explained why I did propose to uphold it. This is what I said then:

Mr C has said that he thinks what's gone wrong here forms two separate complaints. But I think the problems he's told us about are linked, and are best resolved together. I'll set out here briefly what I understand to have happened.

Mr C made a mortgage application, in early March 2022. He received a decision in principle, and then an offer dated 6 June 2022. Mr C's purchase was ongoing, and his conveyancer noticed in early July that Mr C's name on the mortgage offer documents didn't include his middle name.

Mr C said he already had an account with Nationwide, so it should already have his full name. Nationwide said it must have got this wrong when it opened that account, years ago.

The conveyancer working for Mr C wrote to Nationwide, asking it to change Mr C's name to add in his middle name, in a letter dated 8 July 2022. Nationwide's notes say it received this letter by fax, on 15 July 2022.

Nationwide changed Mr C's name, but the offer wasn't reissued. Nationwide said it declined.

The criteria for the mortgage Mr C was applying for had changed, and Nationwide was concerned that Mr C may not be earning enough to qualify under the new criteria. But as Mr C's application had previously been approved, Nationwide decided it would honour the previous offer, and it worked on reinstating Mr C's mortgage offer for him.

However, whilst Nationwide was trying to reinstate the previous offer, something else went wrong. The broker working on this application (who seems to have been a Nationwide employee) provided information about the build year of the property which didn't fit with the information Nationwide had received from its valuer.

Then a third problem occurred. While Nationwide was waiting for a response from its valuers, it was trying to reinstate Mr C's mortgage offer. But the mortgage offer couldn't be reinstated. So when Nationwide got a response from its valuers, resolving the issue of the build date, it then had to reissue the offer manually.

I think Nationwide is partly to blame for what has gone wrong here. It accepted it made a mistake on Mr C's initial account application, several years ago. And it looks like this is why his middle name was then missed from his mortgage application. It's not Nationwide's fault that this wasn't noticed by either Mr C or his conveyancer earlier, but it is Nationwide's fault that this then took so long to resolve. And the additional problems which occurred during this time, which also seem to have delayed the reissue of Mr C's mortgage offer, do also seem to be things Nationwide is responsible for.

It took some time to sort these problems out, and Mr C missed his intended completion date. At one point, he feared his sale would fall through before Nationwide reissued his offer.

Mr C told Nationwide he'd paid twice for a firm of movers, and for cleaners, but he hasn't been able to evidence these costs, so I don't think it would be fair and reasonable to ask Nationwide to pay that now.

But I do think Nationwide should pay a little more compensation. Missing a property completion date can have serious financial consequences. Mr C was able to rearrange his completion date, but it did look at one point as if the purchase would fall through, leaving Mr C in a very difficult position indeed. I think this must have been extremely stressful.

I also have to bear in mind what Mr C has said about his communications with Nationwide. Mr C has also told us that he simply wasn't told what was going on. He said it didn't explain the delay or the problems with his application, which would also have increased his level of stress. And I can see that it took quite some time to respond to his complaint.

For the reasons set out above, I think that Nationwide should pay a total of £400 in compensation for this complaint. I think that would provide a fair and reasonable outcome.

It doesn't look as if Mr C has accepted Nationwide's previous offer of £150, but I'll allow Nationwide to count towards this award, any money it has already paid for this award, in case Mr C accepted that payment more recently.

I invited the parties to make any final points, if they wanted, before issuing my 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.

Nationwide replied to acknowledge my provisional decision, and say it had nothing further to add. Mr C said he intended to reply, then asked for more time. Our service has twice extended the deadline for Mr C to respond. The extended deadline has now passed, and unfortunately no reply from Mr C has been received. I think it's in the interests of both sides to bring this matter to a close, so I do now think it's appropriate to finalise my decision in this case.

Neither side has offered any further evidence or argument, and I haven't changed my mind. I'll now make the decision I originally proposed.

**My final decision**

My final decision is that Nationwide Building Society must pay Mr C a total of £400 in compensation for this complaint. Nationwide Building Society can count towards that award any money it has already paid Mr C for this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 September 2023.

Esther Absalom-Gough  
**Ombudsman**