

## **The complaint**

Mrs T and Mr T complain that Nationwide Building Society unfairly and closed their current account. Mr t says he has been discriminated against. He is also unhappy with the service he received from Nationwide team on the phone. He would like compensation.

Mrs t is represented by Mr T.

## **What happened**

The detailed background of this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mrs T and Mr T had an account with Nationwide. On 11 January 2023 they received a notice to close the account and were given 60 days' notice. The account was due to close on 13 March 2023. Mr T has said he thinks the decision to close the account is unfair and discriminatory and has caused him stress and anxiety. He said he was inconvenienced because he was unable to open an account for two to three months following the closure.

Mr T has said he has received poor customer service from Nationwide when he spoke to their staff on the phone – In particular he has mentioned the phone call of 22 August 2023. He says the adviser he spoke to, terminated the call and didn't give him a final response letter.

Mr T complained to our service. One of the investigators looked into the complaint. She thought Nationwide had acted fairly when they closed Mr T's account. Mr T had said that Nationwide had discriminated against him, but she thought Nationwide hadn't closed the account for an improper reason. In relation to the service and the call on 22 August 2023 she didn't think Mr T had received poor service and Mr T had confirmed on 25 August 2023 that he had received a final response letter from Nationwide.

Mr T disagreed with the view. He said we were biased because of the outcome we had reached. Mr T insisted that Nationwide had discriminated against him when they closed the account.

As there was no agreement the matter has come to me to decide.

## **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'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I'm

satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do stress however that I've considered everything that Mr T and Nationwide have said before reaching my decision.

Mr T has disagreed with the conclusions reached by the investigator – he says we are being unfair and have sided with the business. The Financial Ombudsman service was set up by act of parliament as an informal and free alternative to courts. We are a dispute resolution service, and our remit is to decide cases on a fair and reasonable basis taking account of the law and regulations, codes and good practice.

Whilst I do recognise his concern, as an ombudsman service our approach is to consider what both parties say and then reach our own independent conclusions on that evidence. This is how the investigator proceeded and this is how I intend to proceed in reaching my decision. I appreciate that it is in the nature of our service and of dispute resolution that one party will be disappointed with the outcome that is reached. However, this doesn't mean that the process is flawed, or the service is biased, as I have explained we are an evidence led service and we look at the information both parties provide before reaching a fair and reasonable outcome.

As the investigator explained it's generally for financial institutions to decide whether or not they want to provide, or to continue to provide, banking facilities to any particular customer. Unless there's a good reason to do so, this service won't usually say that a financial institution must keep a customer or require it to compensate a customer who has had their account closed.

Financial institutions should, however, give reasonable notice before closing an account. Usually that means 60 days' notice, but it can be less depending on the circumstances. I can see that Nationwide sent Mr T a letter dated 11 January 2023 and let him know it was closing his joint account giving 60 days' notice. So, I'm satisfied Nationwide closed the account in line with the account terms. I know Nationwide extended the notice period at the request of Mr T to 27 March 2023 and then again to 3 April 2023. I note that the account was closed on 13 April 2023. So, I'm satisfied that Nationwide gave Mr T more than sufficient notice and gave Mr T adequate time to open another bank account.

Mr T has said that he was without an account for two or three months because of the closure. I'm satisfied that Mr T would have been impacted by the closure of his account. But I'm aware his account remained fully accessible during the notice period and Nationwide extended the notice period to allow him to open a new account. I can see that process was completed on 13 April 2023 the same day the account closed so I don't think Mr T was without an account as he has mentioned.

Mr T has said the closure impacted his stress levels and mental health. I am sorry that the notice and closure affected Mr T. However, I'm satisfied that Nationwide acted fairly when they closed his account, so I won't be asking Nationwide to pay compensation.

Mr T has said Nationwide have discriminated against him when they decided to close his account. He says that saying the relationship has broken down is discriminatory. He says his main point of concern is the discrimination point. He has said Nationwide have covered their tracks by using the correct procedure but that doesn't prove they haven't discriminated.

I appreciate this is Mr T's perspective. However, I want to clarify that this service is unable to make a finding on whether or not something constitutes discrimination as per the Equality Act, only the courts have the power to decide this. I have, however, considered the relevant law in relation to what Mr T has said when deciding what I think is the fair and reasonable outcome. Part of this has meant considering the provisions of The Equality Act 2010. But

after doing so I've not seen evidence to indicate Mr T was treated unfairly. So, I haven't found that Nationwide's behaviour was improper.

Mr T has said he received poor customer service from staff on the phone at Nationwide – in particular he is saying that the person he spoke to on 22 August 2023 terminated the call. He has also said he didn't receive a final response letter. Nationwide have said the call was terminated due to Mr T's tone during the telephone conversation.

I have listened to the call on 22 August 2023 which was an outcome call for the complaint Mr T had raised with Nationwide. Having listened to the call I'm satisfied that Nationwide didn't provide poor customer service to Mr T. I'm also satisfied that Mr T received his final response letter regarding his complaint a couple of days after the call so there was no delay in providing this and Mr T was able to pursue his complaint with our service. It follows I won't be awarding Mr T compensation for this.

I know Mr T will be disappointed by my decision but having looked at the evidence I'm satisfied that Nationwide acted fairly when they closed Mrs T and Mr T's joint account.

### **My final decision**

For the reasons stated above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 27 June 2024.

Esperanza Fuentes  
**Ombudsman**