

## The complaint

Miss C complains Nationwide Building Society gave her poor customer service and they gave her misleading information which led her to being charged interest on her credit card.

## What happened

Miss C says she switched her current account to Nationwide, and as part of the switch they were going to switch her direct debits. Miss C says they didn't switch the direct debit to pay her Nationwide credit card which resulted in a late payment fee and charges. Miss C says she was unhappy with the service she received from Nationwide. She says she was misled on the phone to them to pay £50 off her credit card balance, but she incurred interest because of this. Miss C made a complaint to Nationwide.

Nationwide upheld Miss C's complaint about her credit card direct debit not being switched and they paid her £75. They sent Miss C a further response regarding the charges on her credit card. Nationwide said interest of £2.25 that accrued on 27 June 2023 was added as the previous balance had not been paid. They said the interest of £1.29 that accrued in July 2023 was added due to only the minimum payment of £50 being paid on 16 June 2023, which left an outstanding balance.

Nationwide said the £50 payment was paid by Miss C herself online after a discussion with an agent on 16 June 2023. They said the agent gave her the minimum payment amount of £50 and the full balance of £180.66, and Miss C paid the £50. Nationwide said as a goodwill gesture they would refund her both the interest charges and they would add an interest waiver to the credit card so no interest would be taken in her next statement period. The late payment fee was also refunded. Miss C brought her complaint to our service.

Our investigator did not uphold Miss C's complaint. He said Miss C made the payment online, so she was free to pay any amount she chose. He said as Miss C had the statement, she should have known the balance was more than £50. Miss C asked for an ombudsman to review her complaint.

## 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've listened to the phone call that Miss C had with Nationwide on 16 June 2023 where she says she was misled into making the £50 payment instead of her outstanding balance which she would normally make if there hadn't been an issue with Nationwide switching over the direct debit.

Miss C sets up the direct debit again for the credit card to pay the full balance, but that would take effect from the next statement date. The call agent tells Miss C that *"we do require a manual payment, just to bring the account up to date, erm, is it possible for you to like make, a, at least the minimum payment or something like that in the meantime"*.

Miss C asks the agent after he refunded the interest and the late payment what the new balance would be. He says *"so the balance after the refunds that I've done will be a hundred and eighty pounds, sixty-six pence"*. Miss C says *"yeah, can you transfer that from my erm current account?"* The agent tells Miss C he is unable to do this as he doesn't have access to any other accounts, but if she's online, she can do that transfer there.

Miss C says *"so one hundred eighty pounds..."* and the agent says *"and sixty-six pence"*. Miss C says *"oh my God"* and the agent says *"you don't have to pay the full amount now, erm as long as you pay up to err either fifty pounds err is the minimum payment, that's before your due date"* Miss C asks if the next due date on the 27<sup>th</sup> will it clear her whole balance, and the agent said it will happen automatically for the next statement.

Miss C says *"so I just need to transfer fifty pounds?"* and the agent says *"err for the time being yes, that will be, that will be perfect to bring your account up to date"*. Miss C makes a payment of £50.

After listening to the call, I'm not persuaded Miss C was misled into making a payment of £50. Miss C was told she would need to make at least the minimum payment, she asked for the balance after the refunds and she was told the balance was £180.66 after the refunds, and she also clarified that amount. So I'm satisfied that she was informed £50 was the minimum payment and £180.66 was the balance after the refunds.

So although I can't agree Miss C was misled into making a payment of £50, Nationwide still refunded the purchase interest and applied a month's interest waiver. They paid Miss C £75 for the issue regarding switching her credit card direct debit which is in line with our awards for what happened here. Nationwide also refunded the late payment fee and ensured there was no impact on her credit file. So I'm persuaded Nationwide settled Miss C's complaint in line with what we would have asked them to do if they didn't uphold her complaint. So it follows I don't require Nationwide to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 9 May 2024.

Gregory Sloanes  
**Ombudsman**