

## **The complaint**

Mr J complains Nationwide Building Society unfairly closed his account after he attended branch to withdraw funds.

## **What happened**

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

Mr J attended branch on 15 November 2022 to withdraw £5,000. Mr J was asked questions about this withdrawal, and although the withdrawal request was accepted, the Nationwide staff member asked Mr J further questions about the reasons for the withdrawal and Mr J's responses raised concerns. Mr J and Nationwide disagree about how exactly events unfolded after this point, but Mr J began recording his interactions with staff and the branch manager explained he wouldn't continue interacting with Mr J whilst being recorded. Mr J's withdrawal request was declined at the point.

Mr J was escorted off the premises, and he says he was physically pushed out. Mr J says a member of the public who had been in the branch tried to assault him whilst he was outside. Mr J raised a formal complaint with Nationwide, and says he received poor service, and the complaint handler was rude to him.

Nationwide reviewed Mr J's concerns and explained its staff members had acted in line with its account terms and conditions in asking Mr J questions about his withdrawal request. It also explained it hadn't found any evidence Mr J had been mis-treated in branch. Nationwide explained it had taken the decision to terminate its banking relationship with Mr J, and his account would close immediately.

Mr J was dissatisfied with Nationwide's response and referred his complaint to our service. An Investigator reviewed Mr J's complaint and found that Nationwide had acted reasonably in the circumstances, but that it should pay some compensation for closing Mr J's account immediately. Unhappy with the Investigator's review, Mr J and Nationwide asked for the complaint to be reviewed by an ombudsman.

I issued my provisional decision on 15 February 2024, and both sides had until 29 February 2024 to make any final comments.

## **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 responded to my provisional decision explaining it had nothing further to add. Mr J did not respond to the provisional decision. The deadline has now passed, and as no further substantive issues have been raised, my provisional decision remains unchanged. I include my provisional findings below.

## **Provisional decision**

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Firstly, I'm aware that I've only summarised Mr J's complaint points. No discourtesy is intended by this. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I can assure Mr J I have read everything he has provided.*

*As a starting point I've considered how Nationwide handled Mr J's cash withdrawal request. Nationwide has a duty to ensure that they follow their security procedures to keep their customers money safe. It is not within this service's remit to tell a business how to run their security procedures and policies. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Nationwide to make changes to their policies and procedures, if necessary.*

*In addition, Nationwide have a duty of care to protect their customers against fraud and scams. So, if a customer is making a large withdrawal, they will ask questions which can appear to be intrusive or irrelevant. However, this is an important part of its regulatory obligations.*

*I have carefully considered Mr J's account of events that occurred in branch. Nationwide also asked staff to provide written testimonies about the events that occurred in branch with Mr J. These show that Mr J's request was due to be actioned, but the branch manager wanted to ask Mr J some more questions about the withdrawal to be satisfied there was no cause for concern. It seems Mr J provided inconsistent information about what the cash withdrawal was for. I understand Mr J may feel he didn't need to provide details about the purpose of the cash as the funds belong to him. But as outlined, Nationwide have a duty to safeguard their customer accounts. Nationwide's terms and conditions also allow it to decline a customer's instructions in certain circumstances. So, I think it was reasonable for the branch manager to ask for more details to ensure Nationwide protected its customer's accounts.*

*In Mr J's case it appears the withdrawal request was due to be actioned, but as the situation escalated between Mr J and the branch manager the request was declined and Mr J was asked to leave the branch. There are significant discrepancies between Mr J's account of what happened in branch and the staff members. Mr J's provided footage which he recorded on his phone and uploaded onto social media. Although I have viewed this footage, it has recently been removed. Nationwide has also provided CCTV, which has no audio, but shows Mr J in branch and the staff members in question. I've reviewed these recordings in light of the comments about what happened in branch carefully.*

*Mr J's footage shows the branch manager asking Mr J to stop recording and his name badge is removed. Mr J is asked repeatedly to stop filming and as he continues, security escort him out of the branch. The CCTV footage shows Mr J at the counter in branch and although there is no sound, it is clear Mr J and the branch manager are in conversation when Mr J begins recording the interaction. Mr J leaves the branch, and I can't see at any point that he is physically touched by Nationwide staff. The testimony from staff who were in the branch at the time explains they felt threatened and uncomfortable with Mr J's behaviour, and this is why the decision was made to close the branch doors.*

*Mr J was outside the branch for a significant period of time, and he was in touch with Nationwide on the phone. I appreciate Mr J wanted a complaint logged and he was*

*frustrated he couldn't withdraw his money but given the interaction in branch I can understand why his presence outside the branch would've continued to make Nationwide staff feel uncomfortable. The Nationwide branch manager explained his version of events as part of Nationwide's review of Mr J's complaint and the decision was made to immediately close Mr J's accounts.*

*I appreciate the closure of Mr J's account came as a shock to Mr J, and inevitably caused him inconvenience. Nationwide has a responsibility to look after and support its staff members, and I think its actions here – in particular the decision to end its banking relationship with Mr J - is reasonable and in keeping with its policy to protect their staff. Mr J has also raised concerns about how he was spoken to on the phone when his complaint was being dealt with. Mr J says the member of staff was rude to him and didn't properly consider his concerns. I have listened to the calls Mr J had with Nationwide as part of his complaint and I am satisfied the call handler remained calm and professional throughout their dealings with Mr J.*

*Nationwide made the decision to end its banking relationship with Mr J immediately. I can see Mr J was abroad when this decision was made, and 3 call attempts were made to try and inform him of the decision. As Mr J wanted all correspondence by email, Nationwide emailed its decision to Mr J. The account was restricted at this point, but when Nationwide was made aware Mr J needed to access funds as he was abroad this was lifted the next day. Looking at the circumstances of Mr J's complaint and the account terms and conditions I don't think Nationwide acted unfairly here. Given the incidents in branch, I understand Nationwide's decision to immediately end its relationship with Mr J. The account terms and conditions allow it to end the relationship immediately, and once it realised Mr J was abroad it assisted by removing this restriction. In light of this, I am not persuaded Nationwide should compensate Mr J for its decision to immediately close his account.*

*I know my answer will be disappointing to Mr J, who strongly believes he was treated poorly by Nationwide. I can understand why Mr J feels this way, but having looked at all the evidence, I don't think Nationwide has acted unfairly or unreasonably.*

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 2 April 2024.

Chandni Green  
**Ombudsman**