

## **The complaint**

Mrs D and Mr D complain about Nationwide Building Society ("Nationwide") because of issues they experienced when changing name details in order to use an account switching offer. They want Nationwide to be more flexible in the way it interacts with customers.

## **What happened**

Mrs D and Mr D held a joint account with Nationwide which had largely laid dormant for around a year. The account was held in Mr D's name and Mrs D's maiden name.

They saw an offer that they wanted to take advantage of, to switch accounts from another bank to Nationwide, with an incentive of £200 per account switched. Mrs D and Mr D both had accounts elsewhere that they wanted to switch.

Around early December 2023 they were ready to switch accounts.

As Mrs D's other account was held in her married name, they needed to change her name on her Nationwide account so it would match.

They enquired with Nationwide how they could change Mrs D's name on the account.

Nationwide advised that they could attend a branch with proof of her name change, send an original marriage certificate by post to head office along with a completed form, or alternatively complete a form and send a copy of the marriage certificate which was certified by a doctor or solicitor.

At that time, Mrs D was suffering from health issues and had compromised immunity so did not want to be in town if it could be avoided. She therefore did not want to attend a branch. They did not have printing facilities at home and were concerned that they did not want to send original documents through the post in case they were lost. They did not want to get certified copies as this would incur an expense and would take additional time. They felt that it ought to be possible to make this change online, as many other services have been digitised. They noted that they were able to open an account online so it seemed out of step for a change of name to require in person attendance or additional administrative steps.

Eventually, Mrs D and Mr D attended a branch to make the change in late December 2023. This was successful but they were told they would need to wait 24 hours before applying for a switch in order for systems to all update. They tried to do this, but then learned that the switch offer had been withdrawn the day before they attended the branch.

Mrs D and Mr D complained to Nationwide. They felt that the systems had not been reasonably adjusted to allow for Mrs D's needs and that the system had prevented them from benefitting from the switch offer. They also felt that staff had not given them warning of the offer being withdrawn so they were not able to plan accordingly.

Nationwide responded and did not uphold their complaint. It considered that it had acted reasonably in offering two options for the name change without having to attend a branch

and its account terms made clear that offers could be withdrawn at any time.

Mrs D and Mr D were not happy with this and contacted us. One of our investigators has looked into their concerns and did not recommend that their complaint be upheld. They acknowledged that there had been inconvenience suffered by Mrs D and Mr D but did not feel that Nationwide had acted unfairly towards them.

Mrs D and Mr D did not accept that view and asked for an ombudsman 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 appreciate Mrs D and Mr D's frustration in respect of what has happened, and how disappointing it must have been to go to effort and then miss out on the offer, but I agree with my colleague's assessment and do not uphold this complaint.

Businesses are entitled to set their own requirements for identity checking and for changing details. These are often related to regulatory requirements and are areas of risk for the business. The process required to change a name is often more laborious than a new account opening as a result.

This may be inconvenient, but businesses are entitled to choose the way they operate.

I understand that attending a branch was not desirable or practicable for much of December due to the difficulties and risks it posed to Mrs D's health, but Nationwide did offer alternative processes that would have allowed her to make the change a different way. I appreciate that these options were not without some inconvenience, but this was broadly the same as requiring attendance in branch.

I sympathise that the options offered were not more accessible to Mrs D but I think that Nationwide did offer adjustments and in my view these were reasonable, within the constraints that Nationwide required confirmation of the marriage certificate before making the change.

I do not think Nationwide was wrong in this.

The other side of this is that, by the time Mrs D and Mr D were able to attend the branch the offer had been withdrawn and the staff did not make them aware of this.

Again, I agree with my colleague's assessment. Promotional offers issued by banks are usually issued on the basis that they can be retracted at any time. This will often be in case of unforeseen circumstances or unexpected demand.

This offer was no different and the account terms made clear that offers could be withdrawn at any time and without notice.

I realise that it was disappointing for Mrs D and Mr D, but I do not think that Nationwide was wrong to end the offer when or how it did.

I appreciate that Mrs D and Mr D missed out on this occasion, but I cannot say that Nationwide did anything wrong or caused them to miss out. As a result, whilst I understand Mrs D and Mr D will be disappointed by this, I do not uphold their complaint and I do not ask Nationwide to do anything further.

**My final decision**

For the reasons given above, I do not uphold Mrs D and Mr D's complaint and do not ask Nationwide Building Society to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 30 April 2024.

Laura Garvin-Smith  
**Ombudsman**