

## The complaint

Ms Y complains about Nationwide Building Society's refusal to follow her instructions.

## What happened

The background to this complaint is well known to both parties. So, I won't repeat everything in detail here. Instead, I'll set out a summary:

- In 2021, Ms Y attempted to make an international transfer from her Nationwide current account for a large sum of money.
- Nationwide refused to act on Ms Y's instructions. Broadly, it said that it had concerns about the security of the transaction and that Ms Y was a potential victim of a scam.
- Ms Y was unhappy at Nationwide's refusal to follow her instruction, and with how she was treated by staff in branch. So, she complained.
- Nationwide issued a Summary Resolution Communication (SRC) in October 2021. That letter was issued following a phone call Ms Y held with Nationwide. The call had addressed her complaint about how she'd been treated in branch.
- Ms Y contacted this Service in February 2023. She'd made several complaints to Nationwide – including her treatment in branch, and Nationwide not following her instructions, among other things – and asked us to review matters.
- Nationwide issued a subsequent final response letter in March 2023; the letter addressed its refusal to follow Ms Y's instructions in 2021, acknowledging that it hadn't commented on that aspect at the time.
- An Investigator here looked at what had happened. He didn't think we could consider how Ms Y had been treated in branch, because Ms Y had brought that part of her complaint more than six months after being issued with Nationwide's SRC.
- The Investigator did, though, think we could consider Nationwide's refusal to follow Ms Y's instructions. He said that because Nationwide had only recently issued its final response letter addressing that point.
- The Investigator didn't uphold the complaint. Over the course of much correspondence with Ms Y, he said, in summary, that Nationwide had valid reason not to proceed with her instructions.
- Ms Y disagreed and she asked for an Ombudsman's decision. So, the complaint was passed to me to consider.

Our Investigator contacted Ms Y by email on 22 March 2023. He passed on my provisional view of Ms Y's complaint. I said:

*"I've reviewed what's happened so far. To be clear, what I've set out here isn't a formal final decision – but it is my view of matters as an Ombudsman and, in the absence of any further evidence, any formal decision that I did construct would likely follow the same findings. With that in mind, I wanted to contact Ms Y informally at first*

to see if we can bring matters to a close more efficiently.

*I'll say first that Ms Y has set out her position at some length, and I'd like to pass on my thanks to her for providing as much detail as she can, but I've not commented on each and every point. Instead, I've focussed on what I consider to be the crux of the matter. I hope Ms Y won't take that as a discourtesy, but our role is to be an informal service and my approach here is simply to align with that purpose.*

*As I understand it, Ms Y is unhappy that Nationwide refused to complete an international money transfer that she wanted to make. Nationwide has broadly explained that it refused to act on Ms Y's instruction because it was concerned about the transfer and that she could be a potential victim of a scam.*

*Ms Y, however, thinks she was treated differently, and that Nationwide refused to act on her instructions because of her race.*

*I think that it's important, at the outset, to set out exactly what I'm considering here. I say that because these events go back some years, to 2021, and I'm also aware that Nationwide are dealing with several complaints from Ms Y across a range of different issues – some of which it's issued responses for, either in the form of a summary resolution communication (SRC) or a final response letter. From what I've seen, the overall complaint here encompasses Ms Y's unhappiness with:*

- *The way she was treated in branch by staff when she asked to make the transfer to Ghana in October 2021; and*
- *Nationwide's refusal to follow her instructions and make the transfer she was asking it to.*

*I've seen that Nationwide issued a SRC to Ms Y in October 2021. It was very brief in detail, but that's not unusual given its purpose is indeed to be a summary. In any event, I understand the SRC was responding to Ms Y's concerns with how she was treated in branch by staff – but not the refusal to follow her instructions. That second part of Ms Y's overall complaint was addressed in a separate final response letter in March 2023.*

*Both letters informed Ms Y of her right to refer matters to our Service within six months, if she remained unhappy. Ms Y referred her whole complaint – about how she was treated and Nationwide's refusal to follow her instruction – to our Service in February 2023, which was more than six months after she was issued with the SRC, but before she was sent a final response letter. So, because Ms Y didn't contact our service about how she was treated in branch within the six-month timeframe she was given in the SRC, I'm satisfied that part of the overall complaint was referred to us too late and I can't consider it here. I can, though, look at Nationwide's refusal to follow her instructions.*

*Underpinning all that's happened here is Ms Y's view that she's been treated differently because of her race. So, I can surely understand why the matter is so important to her and why she feels so strongly about it. That said, I need to clarify that this Service is unable to make findings on whether a business has breached the Equality Act 2010. This is because we are an informal, free alternative to the Courts, and only a Court of law can make a legal finding based on the definitions set out within the Act. However, I can consider whether the business has acted in a fair and*

*reasonable manner taking account of the law, among other things.*

*Having done so, while I know this will greatly disappoint Ms Y, I'm not persuaded that Nationwide acted unfairly or unreasonably when it decided not to proceed with her instruction to transfer money. I say that because, from the information I have, Nationwide's refusal to follow Ms Y's instructions does align with it having genuine concern that she was potentially going to be the victim of a scam if the transfer was made. I've reviewed staff testimony and listened to recordings of internal telephone conversations which all demonstrate that questions about the purpose of the transfer were asked in branch – but were answered rather vaguely, and not with enough detail to satisfy Nationwide's security checks. Given Nationwide's concerns couldn't be satisfied, I don't think there was anything inherently unreasonable in it deciding not to proceed.*

*I've not found that the questions asked by Nationwide were unusual, too probing, or generally inappropriate. Nor do I consider it the case that Nationwide placed unfair or additional scrutiny upon Ms Y's answers. Instead, I think Nationwide was asking legitimate questions about the purpose of the transfer; more broadly, it was following protocol designed to protect itself and its customers from the ever-increasing threat of fraudulent activity, which is just what I'd expect it to do.*

*Alongside all of that, I should also point out that I'm satisfied Nationwide has acted within the terms and conditions of Ms Y's current account. Those terms and conditions afford Nationwide the right to refuse to act on a customer's payment instruction if it has concerns – just as it did here – that the payment may be at risk of fraudulent or criminal activity. So, overall, I can't fairly conclude, given the evidence I've been presented with, that Nationwide acted unfairly or unreasonably in the circumstances, and I don't think it treated Ms Y differently to any other customer who wanted to make such a transfer.*

*To sum up, while I fully accept that Ms Y wanted to send money abroad and that she deemed it to be a legitimate transaction, that doesn't mean Nationwide – in refusing to act upon her instruction – did something wrong if it had genuine concern, which I think it did. So, while I appreciate this isn't the answer Ms Y is hoping for, and that it will come as a disappointment to her, I do hope that I've been able to explain why I don't consider Nationwide to have acted unfairly or unreasonably. I also hope to have reassured Ms Y that I have considered whether she was treated differently, that's certainly not something I've ignored when considering the evidence here; but for the reasons I've explained, I don't think there's anything to indicate that Nationwide did treat her differently."*

Nationwide said it had no further comment. Ms Y disagreed with what I'd said, she maintained that Nationwide had treated her unfairly.

### **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.

At the outset, it's important for me to clarify that my position is still that our Service can only consider Ms Y's unhappiness at Nationwide's refusal to follow her instructions. I'm satisfied,

for the same reasons I explained in my provisional findings, that we can't consider the other matters she's raised because they were brought too late.

I'll also repeat here that I've not commented on each and every point raised. Instead, I've focussed on addressing what I consider to be the crux of the matter.

I want to thank Ms Y for taking the time to provide a substantial response to my email, during a phone call with our Investigator. But having now reconsidered everything that's been said and provided, I'm still not persuaded that Nationwide acted unfairly or unreasonably in the circumstances here.

I certainly understand that will be disappointing for Ms Y, it remains very clear just how strongly she feels about what happened. But in order to uphold her complaint, I'd need to be satisfied that Nationwide acted unfairly or unreasonably. In the circumstances, for the same reasons I outlined to Ms Y in my provisional findings, I don't think it did.

Put simply, I remain of the view that Nationwide was taking suitable steps to protect itself and Ms Y from potentially fraudulent activity. I surely appreciate that Ms Y saw nothing irrational or inordinate about her instruction, and that she viewed the transfer as totally legitimate. But I'm satisfied that Nationwide's checks were appropriate and proportionate in the circumstances. And given those checks couldn't be fulfilled, I don't consider that it was inherently unreasonable of Nationwide not to proceed with the large international transfer Ms Y asked it to make.

Overall, based upon the evidence I have, and for the reasons I explained in my provisional findings, I don't think that Nationwide acted unfairly or unreasonably in the circumstances. Nor do I think it treated Ms Y any differently to any other customer attempting to make a similar transaction.

With all of that in mind, it follows that I don't uphold Ms Y's complaint and I don't require Nationwide to take any further action.

### **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 Ms Y to accept or reject my decision before 7 June 2024.

Simon Louth  
**Ombudsman**