

The complaint

Mrs S complains about Nationwide Building Society's ATM not working and her son then being asked to provide identity documents for a cash withdrawal.

What happened

I issued a provisional decision on 12 February 2024, and this is what I said:

I've considered the relevant information about this complaint.

Based on what I've seen so far, there will be a different outcome to what our investigator proposed. Before I issue my final decision, I wanted to give everyone a chance to reply.

I'll look at any more comments and evidence that I get by 26 February 2024. But unless the information changes my mind, my final decision is likely to be along the following lines.

The complaint

Mrs S complains about Nationwide Building Society's ATM not working and her son then being asked to provide identity documents for a cash withdrawal.

What happened

Mrs S's son, Mr S, has Power of Attorney (POA) for Mrs S and Mrs S asked him to withdraw some cash for her.

Mr S tried to use the Nationwide branch ATM to make the cash withdrawal, but he found it to be out of cash for two consecutive days. When Mr S tried to withdraw the cash from a branch teller, he was asked for an identity document.

Although Mr S had his driving licence with him and completed the transaction, he queried this as he hadn't previously been asked to produce any identity documents. He was informed this was the procedure but thought Nationwide were being awkward.

Mr S felt that he was being made to feel like a criminal and he doesn't want to carry identity documents. Also, he suspects that the Nationwide representative was trying to make him 'feel bad' by adding that they can also ask him why he requires the money. Mrs S subsequently closed the account.

Mr S, on behalf of Mrs S, complained to Nationwide. Nationwide apologised for the ATM not working and offered £50 compensation. Regarding the identity document requirement Nationwide explained that this was their policy and said that it can't be changed as it protects their vulnerable members.

Mr S, on behalf of Mrs S, brought this complaint to our service. Also, he queries why Nationwide didn't offer him a POA card as he feels this would've resolved the issue and prevented Mrs S closing the account. In addition, Mr S is unhappy about not receiving a call-back by a complaint handler.

Our investigator partially upheld Mrs S's complaint. She couldn't see that Nationwide made an error with their identity requirement but thought the service Mr S received from a complaint handler was poor. So, she asked Nationwide to pay an additional £50 compensation.

As Mrs S and Mr S remain dissatisfied, this case has now been referred to me to look at.

What I've provisionally 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.

Having done so, I have a different view to the investigator. I'm not upholding this complaint and I'll explain why.

Mr S has been made aware that, as we aren't the financial service regulator, our service can't instruct a business to make changes to its policies, procedures or processes including identity requirements and POA cards.

I should also point out that:

- Nationwide have responsibilities to protect customers funds and are entitled to make commercial decisions.*
- There are rules (known as DISP Rules) laid down by the Financial Conduct Authority (the financial services regulator) which means complaint handling is not a regulated activity. So, specific complaints about how Nationwide manage complaints, including responsiveness can't be considered by our service.*

Our role is to consider the submissions presented and, where we think a business hasn't acted fairly and / or reasonably in the circumstances, to decide what should be done to put right any financial, or non-financial losses that a consumer has experienced.

- We can therefore consider compensation for a non-financial loss, however this would be for upset and trouble experienced by the account holder rather than a third party even where there is a POA.*
- In cases where information is incomplete, inconsistent or contradictory, I must reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available information.*

Regarding Mr S's main complaint, which is that he has to produce an identity document to obtain cash, Nationwide have provided evidence that they have a policy and procedure, and this is built into their system to ensure it is consistently applied to all customers.

Although I appreciate Mr S's points that he hasn't previously been required to produce any identity documents and common sense should be applied, for example where he's just accessed a joint account whilst in branch, I'm satisfied that their representatives have correctly applied their policy and procedure. And Nationwide haven't treated Mr S or Mrs S any differently to other customers here. Also, as explained by Nationwide, they instruct their staff to be cautious on POA transactions and I think this is understandable.

Mr S's testimony, that he has in the past made an in-branch withdrawal without identity, is persuasive. However, there aren't any records to show that this is the case. And, as Nationwide have records and a system and a manual approval process which prevents non-compliance with their identity policy, I can understand why Nationwide think this is unlikely.

However, whilst I recognise there is a dispute here, I'm satisfied Nationwide's request for identity documents was fair and reasonable. Also, if customers don't have a driving licence there are other documents that Nationwide can consider.

I think it reasonable for Mr S to question why he wasn't told about other identification methods and the possibility of a POA account card. However, it isn't possible to listen to the conversation he had in the Nationwide branch and, from reviewing the file, I think it more likely than not that the manager thought she had given Mr S sufficient identity policy information.

I am though persuaded that a POA account card wasn't mentioned. However, for the following reasons, I'm not persuaded this was because the Nationwide representative was being unhelpful:

- The POA had been set up some time ago with the card distributed to Mrs S*
- Only one card can be issued to either the customer or the person with the POA*
- Mr S possessed a valid identity document and was able to complete Mrs S's transaction*
- A POA card wouldn't negate the need for an identity check*

Also, I understand how the comment that Nationwide can ask the purpose of a cash withdrawal added to Mr S's feeling that, when accessing Mrs S's account, he was being treated like a criminal. However, I consider Nationwide's comment to be a valid one about their policy and I'm not persuaded that there was any intention to question Mr S's integrity or cause Mr S or Mrs S any upset.

So, although I recognise Mr S's frustration, I'm not upholding these elements of Mrs S's complaint.

Regarding the ATM running out of cash, I recognise that Nationwide can't always control demand especially as information suggests it is the only cash machine in the area. And as Mrs S was able to get cash within the branch, I wouldn't have expected them to provide compensation here. However, as this led to the above incident, I think Nationwide's compensation offer is fair and reasonable.

Finally, the investigator thought Nationwide should increase their compensation offer by £50. She highlighted the lack of knowledge shown by a complaint handler about our service and Mr S expectation that he would receive a call back. However, for the reasons mentioned above, that I can't consider complaints about complaint handling and can only award compensation for a non-financial loss to the account holder, I'm unable to make this award.

So, having considered the above and all the information on file, I'm not upholding this complaint.

My provisional decision

For the reasons I've given above, it's my provisional decision not to uphold this complaint.

I'll look at anything else anyone wants to give me – so long as I get it before 26 February 2024. Unless that information changes my mind, my final decision is likely to be as I've set out above.

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.

Following my above provisional decision, Nationwide responded to confirm acceptance.

However, despite extending the deadline, I didn't receive a response from Mrs S.

So, as no further arguments or evidence have been produced in response to my provisional decision my view remains the same.

I therefore adopt my provisional decision and reasons as my final decision.

My final decision

For the reasons I've given in my provisional decision my final decision is not to uphold this complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 17 April 2024.

Paul Douglas
Ombudsman