

The complaint

Mr K complains that Nationwide Building Society (“Nationwide”) is holding him responsible for a current account which he says he didn’t apply for.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Mr K has explained that, planning to remortgage, he recently checked and noticed his credit score is adversely affected by a current account taken out in his name with Nationwide in 2016. Mr K told Nationwide he never applied for the account, but they couldn’t reach agreement about things, so Mr K referred his complaint about Nationwide to us. Our Investigator couldn’t resolve the matter informally, so the complaint has been passed to me for a 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.

Having done so, I’ve decided to not uphold this complaint, and for materially the same reasons as our Investigator. I’ll explain why.

Having considered this carefully, I think it’s most likely the current account was taken out in Mr K’s name with his knowledge and consent, and he therefore did take out this current account. I say this because:

- Nationwide has provided information from which I’m satisfied this account in Mr K’s name was opened in December 2016 and closed in September 2018. Given the amount of time since the account was opened and closed, Nationwide has limited information about the account application, and I don’t think this is unreasonable. However, it has been able to provide copies of account statements and letters it sent Mr K during this time.
- This doesn’t automatically mean the account must have been opened by Mr K, and not someone else impersonating him. Mr K has said he was only intermittently living at the address Nationwide was using, so he wasn’t able to collect all his mail on a regular basis; and that, at the property, there were “pigeon holes” with key access for each flat, but that if one of these “pigeon holes” was full, the postman would leave mail outside. Mr K has also said that mail was stolen from the flats – that his wife had a credit card account fraudulently opened in her name, and other residents had similar problems which he doesn’t know the specific details on. I’d like to assure Mr K, therefore, that I’ve thought carefully about the possibility that someone other than him opened and used this current account in his name with Nationwide. Where I can’t be certain about something like this, I need to make up my mind based on the balance of probabilities – in other words, based on what I think is most likely, taking into account all the evidence and arguments.

- But, as our Investigator explained, the account statements Nationwide has been able to provide show the only transactions charged to the account during its lifetime were account fees of £10 per month rising to £13 per month, and unarranged overdraft fees due to their being no funds credited to the account to pay for the account fees. I can't see any way a third party would have benefited from this, and this is inconsistent with what I would expect to see if someone other than Mr K fraudulently opened the account in his name without his knowledge or consent. So whilst I take on board what Mr K has said about the post system at the address, it seems unlikely to me that Mr K didn't open this account. I also note that Mr K has said he recalls receiving a Nationwide bank statement with his name on it around the time. I appreciate he's said he tried to contact Nationwide about it at the time but couldn't, but the fact remains that if there is any adverse information recorded on Mr K's credit file, this likely could've been prevented if Mr K had followed this up at the time and made good any payments overdue.

This means, for the reasons I've explained, I'm not persuaded it's most likely this account was opened fraudulently by a third party without Mr K's knowledge or consent. I'm therefore not persuaded any adverse information on Mr K's credit file has been caused by someone other than Mr K taking out this Nationwide account without his knowledge or consent. And I'm therefore not persuaded to uphold this complaint.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 27 June 2024.

Neil Bridge
Ombudsman