

## **The complaint**

Miss W complains that Nationwide Building Society (NBS) made a change to their systems which prevented her from accessing her funds. She is also unhappy that she was not informed and, about how they handled her subsequent complaint.

## **What happened**

In January 2024, Miss W tried to authorise payments on a Sunday using money she was expecting from credits due to be paid into her account, but was unable. The credits are weekly and two weekly and each week for years, she has successfully been able to authorise payments prior to January.

Miss W raised this as a query with NBS with whom she holds the account and was told to contact the sender of the funds. NBS also said that they had not made any changes to the system that is responsible for incoming credits. The sender of the funds told Miss W they had not made any changes to the way they remitted the funds, so Miss W contacted NBS again, this time to complain.

NBS investigated the complaint and provided a full response in which they said they couldn't agree they had done anything wrong. They explained that payments of the type Miss W receives (known as BACS payments) are only processed on working days, therefore she would not be able to access on a Sunday, BACS payments due to credit on the following Monday. They ended the letter by saying that they have never offered a facility such as this i.e. access to funds prior to the date they are due to credit.

Miss W responded by telephoning the complaint handler at NBS who wrote the letter to explain her complaint in more detail. This call resulted in Miss W complaining about the complaint handler, so NBS wrote again to Miss W addressing the points she'd raised and the call she had with the complaint handler. They said that their decision about the complaint remained unchanged and quoted the relevant section of their Terms and Conditions. Finally, NBS said of the call with their complaint handler, they did not agree there was anything wrong with the service they provided.

Remaining unhappy, Miss W brought the complaint to our service and an investigator looked into it. They said that NBS hadn't made any errors and have no control over when a credit is paid into her account, explaining they didn't think that NBS needed to do anything further to settle the complaint. Finally, they recommended that Miss W discuss the situation again with the sender of the funds.

Dissatisfied with this outcome, Miss W requested a different investigator however, it was agreed that an ombudsman would review her complaint.

## **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 have looked at the information NBS has supplied to see if it has acted within its terms and conditions and to see if it has treated Miss W fairly.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

I'm sorry to hear that due to Miss W being unable to access her funds when she says she was previously able, she found herself unable to buy food for her and her family.

One initial aspect I wanted to address was Miss W's belief that our service had only asked for evidence from NBS about the complaint, but I can see that we have asked for, and received, significant evidence from Miss W.

One of Miss W's major concerns is that NBS changed their system for incoming credits and did not inform their customers including Miss W, and it was this change that was responsible for her not being able to access her funds. Miss W also mentioned other financial institutions made this change but told their customers. I can't comment on other companies but for clarity, I've not seen any evidence that NBS made any changes to their incoming credits system.

Miss W has in various communications said that NBS and this service regard her as a liar in that they do not believe that for years, she made purchases on a Sunday using funds due to credit on the following Monday. I must make it clear that I regard this as entirely possible, meaning I believe it happened regularly. What this brings me to is the issue in question about the availability of funds, and is something which is not uncommon across many financial institutions. I do believe that on a non-working day such as at the weekend, as NBS's computer system recognises a payment due to be credited on the next available working day (e.g. Monday), it will sometimes allow access to these funds. This is what I consider to have happened over the years to Miss W.

In terms of why Miss W has been able to take advantage of this for several years then as she says, not be able to from late January 2024 remains to be explained, but is not attributable to changes made within NBS. And as it's this service's role to identify errors made, I haven't found any.

I would like to remind Miss W of the relevant section of NBS's Terms and Conditions which states *'Regular BACS payments e.g., salary and Department of Work and Pensions payments will only be available for you to withdraw once we have received the money from the sender's bank. The time of day we receive these payments can be different each week/month. However, we would normally expect to receive BACS payments due on a particular working day by 7am.'* Another important section says that their customers should make sure that they have enough money in their account before using their contactless card.

I acknowledge what Miss W has said that when she can't access her funds, she sometimes has to go without food so in view of that, what it may be beneficial to consider is another conversation with the sender of the funds, on whose payments Miss W is dependant. This is especially important in light of the seemingly variable nature of the funds availability she has recently experienced.

Recognising Miss W's strength of feeling about this complaint, I know she will be disappointed with my decision but as I stated earlier, I have to base my decision on the evidence, facts presented and errors made, and in the absence of anything to the contrary, I cannot uphold her complaint.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 27 May 2024.

Chris Blamires  
**Ombudsman**