

## **The complaint**

Mr M complains that Nationwide Building Society delayed crediting two payments to his account.

## **What happened**

The circumstances of this complaint are well known to both parties, so I won't repeat everything in detail. Instead, I will provide a summary and focus on giving the reasons for my decision.

Mr M's employer pays his salary to his Nationwide account. On two occasions, which coincided with bank holidays in December 2023 and March 2024, the payments were credited to Mr M's account later than expected.

Mr M complained to Nationwide about both incidents separately. He said the delays had caused significant financial implications as he was left without his salary over the bank holidays, and he'd had to borrow money from family members. He also mentioned the inconvenience incurred due to time spent contacting Nationwide to resolve the problem.

Nationwide issued two final responses to Mr M relating to the two separate instances. In both cases it acknowledged there was a delay in crediting Mr M's account. It apologised and paid Mr M £200 compensation in December 2023 for the first delay, and it offered a further £250 compensation in relation to the March 2024 payment.

Mr M didn't accept the second offer as he didn't think this went far enough given the same mistake had happened twice. And he referred the complaint – as a whole, to this service. He said that Nationwide should pay compensation to the value of his two months' salary payments.

One of our investigators looked into Mr M's concerns and she acknowledged Nationwide's delay in crediting his account. But she thought that the total compensation of £450 fairly recognised the distress and inconvenience caused to Mr M. She noted that Mr M's account statements showed that he had available funds in the account over the period the salary payments were delayed, and that the payments were credited to his account on the next working day on both occasions.

Mr M didn't agree. In summary he said: the impact the delay had been underestimated; the investigator had assumed he'd had sufficient money to cover the plans he'd had over the bank holidays; and, he'd had to ask relatives for money. He added that as this happened over bank holidays the next working day was more than one day. As agreement wasn't reached the complaint has been passed to decide.

## **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.

Firstly, I think it would be helpful to explain our remit at this point. Our role is to consider if a business has made a mistake and, if so, award compensation for any financial loss and/or material distress and inconvenience caused. Mr M has mentioned inconvenience caused to his employer and colleagues. But we can only award compensation to the eligible complainant – Mr M in this case. Additionally, we don't fine or punish businesses or tell them what policies or procedures they should have in place – we aren't the regulator.

In this case, I don't need to make a finding on whether Nationwide has made a mistake as it has already acknowledged the delays with Mr M's salary payments were due to problems at its end. What I do need to consider is whether Nationwide has paid sufficient compensation in all the circumstances of the complaint or if it needs to do more.

Mr M is seeking compensation equal to his two monthly salary payments. But Mr M received his salary payments – all be it later than expected. So, he hasn't suffered a financial loss in this respect. And I haven't seen anything else to suggest Mr M has made a financial loss because of the payments being received late. But I accept that in making the payments late, Nationwide has caused Mr M distress and inconvenience. So, I've thought carefully about what Mr M has said about the impact this matter had on him.

The investigator correctly noted that Nationwide credited Mr M's account the next working day – this is evident from Mr M's account statements. But I acknowledge Mr M's point that because these events happened before bank holiday periods - which also straddled weekends, he was without his salary for several days on each occasion. So, I have taken this into consideration.

Mr M has said the investigator assumed that because he had some available funds in his account during these periods, he had sufficient funds to cover all his plans for the bank holidays. I don't know for certain what Mr M's plans were. But Mr M has told us he borrowed money from family. So, taking this into account and given there were available funds in his account - which his statements show weren't accessed before his salary was received, I'm not persuaded that Mr M was unable to fulfil his bank holiday plans.

But I accept that not receiving salary payments on the day he was supposed to – particularly given the specific bank holidays involved here – would have been worrying and inconvenient. Mr M was without money that rightfully should have been in his account and available to him. And he had to chase Nationwide to find out where his salary payments were. I also appreciate asking family to borrow money might have been embarrassing as well as inconvenient.

But, having taken everything into account and while understanding Mr M's strength of feeling about what happened, I find that a total compensation payment of £450 fairly recognises the impact Nationwide's errors had on Mr M. So, I won't be asking Nationwide to increase the compensation payment it has already offered.

## **My final decision**

For the reasons given above, I uphold this complaint.

Nationwide has already paid Mr M £200 and it has made an offer to pay a further £250 to settle the complaint and I think this total compensation offer is fair in all the circumstances.

So, my final decision is that Nationwide should now pay Mr M the remaining £250 (if it hasn't already done so).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 August 2024.

Sandra Greene  
**Ombudsman**