

The complaint

Miss L complains about the service she received from Nationwide Building Society (Nationwide).

What happened

Miss L held several accounts with Nationwide. She complained about a few aspects of the service she received, which included:

- difficulty transferring money between accounts
- problems opening a new account as part of a switch incentive
- threats to close her accounts

Miss L says she struggled to get help from Nationwide as it didn't return her calls and kept saying it didn't know what had happened with the switch. She wants Nationwide to compensate her for the stress and wasted time and for the upset caused when it threatened to close her account.

When Nationwide responded to Miss L's complaint it explained that members of staff found it difficult to assist her at times as she kept raising her voice and would not always go through security to verify her identity. This meant Nationwide didn't get the chance to explain to Miss L why she could not transfer £300 online into her Start to Save account.

Nationwide apologised that Miss L received a message asking her to upload evidence of her identity. It explained that this was because its system creates a provisional customer number if any information provided is different to the information it already holds on file. But that once the system recognises the customer numbers, it merges the profile and proof of identity is no longer required. Nationwide said that it opened the new account on the same day as Miss L applied and that there was no error with the switch itself.

Nationwide apologised that a member of staff promised a call back from their manager when this was not going to happen. It explained that managers are not customer facing so any complaints are handled by the complaint handlers.

Nationwide told Miss L that it was going to close all of her accounts. This was because of Miss L's behaviour during calls and in branch, together with an incident when she shouted and screamed at an agent during a call in October 2023. Nationwide said that although it was entitled to close her accounts immediately, it was giving her 14 days' notice to allow time for Miss L to make other banking arrangements.

Our investigator didn't think Nationwide needed to take any steps in response to Miss L's complaint. Our investigator said that Miss L raised two complaints with Nationwide around the same time. Our investigator said they had not considered Miss L's separate complaint about a call she had with a certain individual and not receiving a call back from a manager.

Our investigator made it clear that they had considered the complaint as it related to the level of service Miss L received when trying to switch her account, her attempt to transfer money online and the closure of her accounts.

Our investigator said they had listened to many call recordings between Miss L and Nationwide. Some of the calls related to Miss L's unsuccessful attempts to transfer money to one of her savings accounts. Our investigator explained that the online transfers were unsuccessful because Miss L was trying to transfer £300 to her Start to Save account which had a £50 limit.

Our investigator could not see evidence of any delays opening a new account on 5 October 2023. They appreciated that it was inconvenient to be asked for proof of identity but thought that Nationwide staff did their best to help Miss L.

Our investigator didn't think Nationwide acted unfairly when it said it was going to close Miss L's accounts due to her unreasonable behaviour. Our investigator was satisfied that Nationwide sent Miss L a cheque for the closing balance at the end of November 2023. Our investigator said that if Miss L had not received this cheque, she should contact Nationwide as it had explained to her by email in February 2024.

Miss L is unhappy with the investigation outcome. She doesn't think our investigator has understood her complaint properly. Miss L says that the reason she had to contact Nationwide was due to the mistakes that various agents made.

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 realise that I have summarised this complaint in less detail than the parties and have done so using my own words. The rules that govern our service allow me to take this approach. Although I may not comment on each and every point that Miss L has raised, this doesn't mean I have not read and considered everything she's provided. This is not intended as a discourtesy – it simply reflects the informal nature of this service.

When Miss L brought her complaint to us, our investigator set out her understanding of the issues she needed to address. For ease, I will refer to these under separate headings below:

Online transfer

My understanding of this aspect of Miss L's complaint, as told to us in her complaint form, is that when trying to transfer money from one Nationwide account to another, she received error messages.

I am sorry that Miss L found the process problematic but the evidence Nationwide has supplied indicates that she was trying to transfer money to her Start to Save account, not her online savings account. I have read the terms of the Start to Save account which say that the balance of the account cannot increase by more than £50 during a calendar month. For example, if the balance in the account was £100 at the start of the month, it could not increase to more than £150 in the same month. So, I can't find that Nationwide was at fault when her attempts to transfer larger sums of money failed.

Nationwide asked Miss L to email screen shots showing the error message she received. I can't see that Nationwide received these, which makes it difficult for me to find that the failed attempts were due to something that Nationwide got wrong.

Miss L says she found it difficult to find out why the problem was happening. I have listened to the recordings of two calls that Miss L had with Nationwide on 4 October 2023. In the first call, Miss L said she was trying to transfer money online but kept getting an error message, together with an initial message that said there was a maximum deposit amount of £300. Nationwide told her that it could only see attempts made to pay money into the Start to Save account. This is backed up the evidence Nationwide has supplied, so I can't see that it gave her incorrect information during the call. Miss L then asked to speak to the staff member's manager before continuing to raise her voice. After warning Miss L not to continue shouting, the member of staff ended the call.

During the second call, Miss L discussed her attempts to transfer money online. As the member of staff could not understand why the error messages were occurring, they offered to put Miss L through to another team.

Although I don't have a recording of the next call, I have read the call notes. The member of staff offered to log a request with its technical team. Although Miss L wanted an answer right away, I think it was fair that Nationwide had the opportunity to investigate further.

Current Account Switch

Miss L was able to open the new account in early October 2024 and the switch completed by 19 October 2024. So, I can't see that Nationwide delayed the opening of the account or the switch.

It is true that Miss L received a message around 17 October 2024 asking her to upload proof of her identity, but Nationwide has explained why this happened. I can understand it was frustrating for Miss L to receive this message when she was already a customer of Nationwide so didn't expect to have to verify her identity again. However, when Miss L called to discuss the request, she would not agree to go through security. This meant that Nationwide could not discuss the issue fully and so explained that she could visit a branch to supply the evidence. I don't think this was an unreasonable suggestion to make. The member of staff went on to say that she would check how to upload the details online but Miss L wanted to speak to someone else who knew what to do.

I appreciate Miss L then had further calls with Nationwide and was told that the account had already been opened so evidence of her identity was not required. I can see that this may have been confusing but Nationwide has already offered to refund the cost of any calls that Miss L made about the switch. I think this is a fair way to resolve this aspect of her complaint.

Account closure

Nationwide's terms and conditions say that it will usually give customers two months' written notice before closing an account. However, in exceptional circumstances, Nationwide can close an account immediately and without notice – this might include where a customer has been threatening or abusive towards staff.

Nationwide gave Miss L 14 days' rather than two months' notice. So, I have thought about whether Nationwide took this decision fairly and in line with its terms and policies. To do this, I have listened to several calls that took place between Miss L and Nationwide in October and November 2023.

I understand Miss L's frustration with being placed on hold at times but the situation was not helped by the fact that she would not always provide details to allow Nationwide to take her through security. Miss L continually demanded to speak to managers and would not let staff

members speak. She was critical of the competency of members of staff and often raised her voice during several different calls. Nationwide staff members had to remind Miss L to lower her voice and cooperate or they would end the calls.

Over the course of one day in early October 2023, members of staff raised four separate verbal abuse incidents. Nationwide referred to these calls in a letter dated 17 October and reminded Miss L not to raise her voice at staff or act in an uncooperative manner. Nationwide said that this wasn't the first time it had needed to warn Miss L about her behaviour, having sent an email to her in early April 2023. Nationwide told Miss L that if it heard of any further instances of unacceptable behaviour towards its colleagues, it would close her account immediately without notice.

The businesses we cover sometimes share information with us on a confidential basis. Nationwide has shared details of its internal guidance concerning abusive behaviour towards staff. Having read this, I am satisfied that the manner in which Miss L spoke to staff members fell within Nationwide's definition of verbal and aggressive behaviour (VAB). So, I don't consider the warning of potential closure that Nationwide gave in its letter of 17 October 2023 was unfair.

Miss L went on to have more calls with Nationwide in October and November 2023 during which she made personal comments about staff members and shouted over them. This culminated in Nationwide writing to Miss L on 15 November 2023 to say that it was going to close all of her accounts after an incident that took place on 20 October 2023.

I have listened to the call from 20 October 2023. I can hear that Miss L shouted at the manager to stop making excuses, called her an absolute disgrace and asked for her accounts to be closed immediately. Nationwide had already warned Miss L that it would close her accounts if her behaviour towards staff members continued. So, when the same behaviour continued, I don't consider it was unreasonable to close her accounts in line with its' terms and VAB guidance.

Nationwide gave Miss L 14 days' notice of its' intention to close her accounts. I think this was fair given that under its' terms and VAB guidance, Nationwide could have closed the accounts immediately.

Miss L told our investigator that Nationwide had kept hold of her money but I don't agree this is what happened. In its final response, Nationwide said that she could either use the banking app to transfer any money left in her accounts or it would send a cheque to the address it held on file. Nationwide says that it sent Miss L a cheque. I accept that she may not have received the cheque, but I can't blame Nationwide for any failure in the postal service.

Once Nationwide was made aware that Miss L had not received the money, it offered to stop the cheque and send a replacement if she rang the number it gave. I don't think this was an unreasonable request. If Miss L has not already done so, I suggest that she calls Nationwide using the number it gave to request a replacement cheque.

Overall, I don't consider Nationwide treated Miss L unfairly when dealing with her given the difficulties caused by the way she treated various members of staff. I am sorry that my conclusion is likely to disappoint Miss L.

My final decision

Nationwide Building Society has already made an offer which I think is fair. So, my final decision is that if Miss L supplies Nationwide with satisfactory evidence of the cost of the

calls she made about the account switch, it should reimburse these costs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 10 September 2024.

Gemma Bowen
Ombudsman