

The complaint

Mr M is unhappy that Nationwide Building Society didn't respond to correspondence he sent to them.

What happened

In June 2023, Mr M sent some feedback to Nationwide within which he asked a question of Nationwide to which he expected a response. Because Mr M's correspondence had been received as feedback, and because Nationwide don't respond to feedback, Nationwide didn't respond to it. Because of this, Mr M wrote to Nationwide's head office about the same issue approximately a month later, in July 2023, although in his second correspondence Mr M asked a different question to the question he'd asked before.

When Nationwide received Mr M's second correspondence it was incorrectly logged as feedback, which meant Nationwide again didn't respond to Mr M. This led to Mr M writing a third correspondence – another letter – which Mr M manually posted to a Nationwide branch in October 2023. But again, this correspondence wasn't responded to by Nationwide.

Finally, in November 2023, Mr M wrote a fourth correspondence, a third letter, which he handed personally to a member of Nationwide's staff in branch. Nationwide recorded this fourth correspondence from Mr M as a complaint and responded to it as such. Within their response, Nationwide apologised to Mr M for not responding to his earlier correspondence and paid £50 as compensation for any upset or inconvenience this may have caused. Mr M wasn't satisfied with Nationwide's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that the £50 compensation that Nationwide had paid to Mr M for not responding to his earlier correspondence didn't fairly acknowledge the trouble and frustration Mr M had incurred, and said that Nationwide should pay a further £50 to Mr M, taking the total compensation payable to £100. Mr M remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

Nationwide don't dispute that they should have responded to Mr M's correspondence sooner than they did do, and they've apologised to Mr M for this and paid £50 compensation to him for their mistake.

Mr M doesn't feel that the £50 compensation that Nationwide have paid him, or the £100 total compensation amount as recommended by our investigator, are fair compensation amounts for the frustration and inconvenience he's experienced. And Mr M feels that a larger amount of compensation should fairly be merited because of what happened.

Matters of compensation can be subjective. But upon consideration, I feel that the total compensation amount of £100 as recommended by our investigator is a fair amount in this

instance, given the context and circumstances of this complaint.

In taking this position, I've considered the impact of what happened on Mr M alongside an assessment of the overall circumstances of this complaint. And I've also considered the general framework that this service uses when considering compensation amounts, details of which are on this services website.

There are several reasons I take this position. One of these is that while there was a large amount of time between Mr M first corresponding with Nationwide in June 2023, and his receiving a response from Nationwide in December 2023, a large portion of this time can be explained by the length of time between the correspondence that Mr M sent to Nationwide.

Nationwide have provided copies of the correspondences sent by Mr M. These constitute one relatively short email (seven lines in total) and three relatively short handwritten letters, each one no longer than one page of lined A4 paper. But after Mr M first emailed Nationwide in June 2023, he waited over a month to send the first of his three letters, then a further three months to manually post the second letter to a Nationwide branch, and after that another month to manually deliver the third letter to Nationwide's branch staff.

So, while the cumulative length from June to December 2023 is large, I feel that this is mainly because of Mr M not pursuing the matter as vigorously as he might have done. And I also feel that the gaps between Mr M's actions indicate that this matter most likely wasn't of great importance to him. And this is because I feel that it's reasonable to conclude that if this matter was of great importance to Mr M, that he would have acted more urgently than he did.

Furthermore, Mr M did submit his first correspondence to Nationwide electronically via Nationwide's feedback form. And because Mr M submitted his correspondence as feedback, and because Nationwide don't look to respond to feedback, I don't feel that it was unreasonable that Mr M didn't receive a response to his first correspondence.

Additionally, I also note that while Mr M did ask a question in his first correspondence, I don't consider that it was a question that it was reasonable for Mr M to have expected to have received an answer to, given the nature of that question. And I note that when Mr M sent his further correspondence to Nationwide, he asked a different question of them.

As such, I feel that what should have happened here is that Nationwide should have responded to Mr M's second correspondence – the letter that he posted to Nationwide in July 2023. And after Nationwide didn't respond to that letter, Mr M wrote two more letters (after a gap of three months), in October and November 2023, and visited a Nationwide branch to deliver those letters – one posted in the branch letterbox, and the other handed to a staff member in branch.

I don't dispute that it was frustrating and inconvenient for Mr M to have to write and deliver these two further letters, and I agree that Nationwide should have responded to Mr M sooner than they did. But I do feel that Nationwide's apology to Mr M for what happened, alongside a total compensation payment of £100, does provide a fair outcome to Mr M for the trouble and upset that he incurred here. And because of this, I won't be instructing Nationwide to pay any higher amount of compensation to Mr M.

Finally, I note that Mr M has said that his time has a value such that the hours he expended on this matter means that £100 isn't a reasonable compensation amount. I can appreciate Mr M's sentiment here. But this service doesn't consider compensation on the basis suggested by Mr M, and this is because this service doesn't consider any one person's time to be any more or less valuable than any other person's time.

Instead, as explained previously, this service uses a general framework when assessing compensation amounts. I note from his correspondence with this service that Mr M is already aware of this general framework, but information about it is available on this service's website. And to confirm, in this instance, taking all the factors explained above into account, I feel that £100 is a fair total compensation amount and does represent a fair outcome to what happened.

As such, while I will be upholding this complaint in Mr M's favour, I'll only be doing so to instruct Nationwide to pay a further £50 compensation to him, so that the total compensation amount payable to Mr M is £100.

I realise this won't be the outcome Mr M was wanting. But I hope that he'll understand, given all that I've explained, why I've made the final decision that I have.

Putting things right

Nationwide must pay a further £50 to Mr M, in addition to the £50 that they've already paid, so that the total amount of compensation payable to Mr M is £100.

My final decision

My final decision is that I uphold this complaint against Nationwide Building Society on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 September 2024.

Paul Cooper
Ombudsman