

The complaint

Mr R and Mr R complain that Nationwide Building Society has not transferred all of their direct debits following an account switch.

What happened

Mr R says he transferred their account to Nationwide using its switch process. He says four direct debits were not transferred which meant he was required to make manual payments. Mr R says he spoke to Nationwide about the problem, and it said incorrectly it was his responsibility to sort out. He would like compensation in line with his professional hourly charging rate.

Nationwide accepts it didn't deal appropriately with Mr R and accepts it is not his responsibility to set up the direct debits. It's apologised for that and paid £75 compensation. Nationwide says it did set up the direct debits, but it may be the case some of the businesses have not updated records which it isn't responsible for. It has offered to pay any charges caused by payments not made.

Mr R and Mr R brought their complaint to us, and our investigator thought the compensation was appropriate but thought there was electronic evidence Nationwide had correctly set up all the direct debits.

Mr R says he disagrees with that view and has further evidence that supports his view. That evidence has not been provided.

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 have come to the overall view that I don't require Nationwide to do anything further in the circumstances of this complaint.

There is no question that it's for Nationwide to arrange the direct debit transfers and not Mr R. So, I have no doubt Mr R was caused frustration to be told that he was responsible or if it was implied he was responsible for their transfer. I can see Nationwide now accepts that information was incorrect and has fairly apologised. I am satisfied that Nationwide has in addition paid £75 compensation which I think is fair and reasonable for that part of the complaint.

I have looked carefully at Nationwide's records and can see that it did set up the direct debits for the four businesses in question. I am satisfied that Nationwide did what it said it would namely set up and transfer the direct debits as part of the switch process. I can't fairly hold Nationwide responsible for those businesses not actioning their part of the process which on balance is what I think has taken place here.

I appreciate Mr R says he has additional evidence that may assist but I can only consider the

evidence I have seen. And that Nationwide's records have clear reference to the four direct debits in question being correctly set up. It follows that I can't direct it to pay compensation and, in any event, we do not base compensation payments on hourly professional charging rates as in this case Mr R was not providing a professional service to Nationwide. I can also see that Nationwide has fairly agreed, in line with the switch agreement, to pay for any charges caused by a direct debit not being taken.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mr R to accept or reject my decision before 24 August 2024.

David Singh
Ombudsman