

The complaint

Mr E is unhappy with several aspects of the service he's received from Nationwide Building Society surrounding a review they conducted on his accounts.

What happened

Mr E received a letter from Nationwide which said that they urgently needed to know more about him, and which included a form for Mr E to complete and return to Nationwide. Mr E wasn't happy about the wording of the letter, which included that if Mr E didn't complete and return the form that Nationwide would have to close his accounts. Mr E also wasn't happy at the nature of the questions asked on the form, and that no one at Nationwide would explain to him why he had been selected to provide the information Nationwide now required from him. So, he raised a complaint.

Nationwide responded to Mr E and explained that in reviewing his account in the manner that they had that they were complying with their legal and regulatory obligations to understand their customer's accounts. Nationwide also explained that they wouldn't provide Mr E with any specific information as to why they were reviewing his accounts, and that Mr E wouldn't be able to discuss the matter with the Nationwide team who scheduled the review of his accounts as he wanted to.

However, Nationwide did accept that Mr E had received some poor service surrounding his contacting them about the review, including that Mr E was incorrectly told that his complaint couldn't be reviewed by a manager and that Mr E didn't receive a callback from Nationwide as he'd been promised. Nationwide apologised to Mr E for this and paid £150 to him as compensation for any trouble or upset that he'd incurred. Mr E wasn't satisfied with Nationwide's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Nationwide had acted unfairly in how they'd managed the situation. And they felt that the apology and £150 compensation that Nationwide had given to Mr E already fairly resolved the service aspect of his complaint. Mr E 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.

Having done so, I note that Mr E has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr E for these submissions, and I hope that he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr E notes that I haven't addressed a specific point that he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that

I've read and considered all the submissions provided by both Mr E and Nationwide. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr E has explained that he's unhappy with how Nationwide have handled his complaint about this matter. However, as per the rules by which this service must abide – which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook – this service is only able to consider complaints about specified activities, of which complaint handling isn't one.

This means that this service can't consider a complaint about how a business has handled a complaint. And that remains the case even when the complaint is itself about one of the specified financial matters that this service can consider – as if the case in this instance. In short, this means that this aspect of Mr E's complaint isn't one that it's within the remit or authority of this service to consider.

What I can consider here are the actions of Nationwide – the review of Mr E's accounts – about which Mr E complained. However, having done so, I won't be upholding this complaint or instructing Nationwide to take any further or alternative action here.

This is because I'm satisfied that it was fair and reasonable for Nationwide to undertake the review of Mr E's accounts that they did. And because I'm satisfied that Nationwide are under no fair or reasonable obligation to provide the detailed information about the review as requested from them by Mr E.

In his correspondence with this service, Mr E has said that he's unhappy that after the review was completed by Nationwide, he didn't receive any feedback or recommendations on how to improve his banking practices. But the review that Nationwide undertook didn't have any outcomes such as Mr E would have liked. Rather, the only outcome of the review was that Nationwide would or wouldn't have been satisfied that there was no issues or concerns with Mr E's accounts such that further action was or wasn't required.

Mr E has also said that he'd like to better understand why his accounts were chosen to be reviewed and whether there's any specific actions that he was taking that prompted the review. But similar to the above, I'm satisfied that Nationwide are under no fair or reasonable obligation to provide this information to Mr E. And one reason for this is because if Nationwide did allow information about their account review process to enter the public domain, then that might enable account holders to deliberately act to avoid such reviews, and thus negatively impact the usefulness and efficiency of those reviews.

Ultimately, Nationwide, like all financial institutions, must act in accordance with a variety of regulatory and legal obligations, many of which surround sensitive issues that Nationwide, in keeping with those obligations, aren't at liberty to discuss in detail with their account holders.

I can appreciate that this would be frustrating for Mr E. But it doesn't follow from this frustration that Nationwide have treated him unfairly. And I feel that much of the time and effort that Mr E has expended here is a result of Mr E not accepting the responses and explanations that Nationwide were providing to him.

Mr E engaged in a large number of telephone calls with Nationwide about this matter. And Mr E feels that Nationwide's staff were rude and unhelpful to him on those calls. Accordingly, I've listened to recordings of the calls in question. But having done so, I don't feel that Nationwide's staff were rude to Mr E as he contends. And what Mr E might have taken as Nationwide's staff being unhelpful, I interpret as being Nationwide's staff confirming to Mr E

the limitations of what Nationwide was reasonably willing to explain to him, alongside Mr E's ongoing refusal to accept those limitations.

Mr E is also unhappy that he received a letter that was wrongly sent to him, and which included information about another Nationwide account holder. I can appreciate how this might have caused Mr E to lose confidence in Nationwide. But there was no tangible adverse impact for Mr E. Rather, the adverse impact was incurred by the person whose information was incorrectly sent to Mr E, but whom is not a party to this complaint. As such, this matter isn't something that I can consider as a part of this review into Mr E's complaint.

Finally, regarding the service aspects of this complaint for which Nationwide apologised to Mr E and paid him £150 compensation, which include Mr E not receiving a callback that he'd been promised, I feel that the apology and payment of £150 compensation by Nationwide already provide a fair resolution to this aspect of Mr E's complaint.

In taking this position, I considered the impact of what happened in these regards on Mr E alongside the general framework this service uses when assessing compensation amounts. And, having done so, I'm satisfied that the £150 compensation amount is commensurate with what I might have instructed Nationwide to have paid to Mr E, had they not already done so.

All of which means that I don't feel that Nationwide should fairly be instructed to take any further or alternative action here beyond the response to Mr E's complaint that they've already provided to him. And it follows from this that I won't be upholding this complaint.

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

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 19 November 2024.

Paul Cooper
Ombudsman