

The complaint

Mr C complains Nationwide Building Society has not been able to tell him how £9.21 he does not recognise, had been credited to his account.

What happened

Mr C contacted Nationwide after noticing he had received a credit of £9.21 into his Nationwide FlexDirect account. Mr C explained he didn't recognise the payment and wanted to know where this payment had come from. Mr C explained he was concerned someone had opened a bank account in his name as the payment appeared to be from someone with the same name as him.

Nationwide investigated the complaint and provided account details for the payer in its final response, including the bank, sort code and account number. Nationwide also confirmed the account the funds had come from appeared to be held in the same name as Mr C, confirming his first and second name were given as the sender's name on this account.

Nationwide said it didn't think it has done anything wrong, so did not uphold Mr C's complaint about the credit. Nationwide did pay £25 compensation due to issues with a telephone call dropping out when Mr C first contacted it.

Nationwide wrote again to Mr C after following its final response. Nationwide recognising it had provided the incorrect bank name for the third party bank the payment had come from in its previous final response. It also apologised that an adviser had told Mr C they were unable to locate the payment he was complaining about, again stating this information was incorrect. Nationwide paid a further £50 compensation in recognition of these further errors.

Our investigator didn't think Nationwide needed to do anything more, explaining he thought Nationwide had acted fairly and reasonably by paying compensation of £75 and apologising for the poor customer service Mr C had experienced. They also thought, on balance, Mr C had made this payment from an account he held with the third party bank.

Since issuing our view, Mr C has contacted several credit reference agencies to show he does not hold an account with the third party bank where this transaction came from. Mr C has since provided these documents to our service. Mr C has explained and provided evidence the issues he has raised with Nationwide has caused him significant distress.

As Mr C rejected our investigator's recommendation, his complaint has been passed to me to make 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.

Where evidence is incomplete, inconclusive or contradictory, I have to make decisions on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

I appreciate how strongly Mr C feels about his complaint. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

I was sorry to hear how much distress this matter has caused Mr C, I appreciate it has caused him some health issues.

Mr C has complained to his bank, Nationwide, about this credit from a third party bank. I therefore need to consider whether Nationwide have done anything wrong or could have done more to assist Mr C and whether it has followed its policies and procedures.

Nationwide explained it credited the payment of £9.21 after being instructed to do so by a third party bank. Nationwide has provided details of this credit, including evidence the correct sort code, account number and Mr C's full name was used by the third party bank and payer when making this transaction.

Whilst the terms and conditions supplied by Nationwide explained the process for raising disputed transactions, these very much focus on when unknown or unaccounted for withdrawals are made from an account, not when credits are made into an account.

I asked Nationwide if it had any policies or procedures in place to check credits and/or advise the third party bank a credit may have been received in error. Nationwide said, *'we would not contact the sending bank to advise of this error'*. Nationwide also said it could not confirm that the person sending the funds was the same person as Mr C, adding it could be *'another individual with the same name'*.

Nationwide explained it had confirmed the details for Mr C's account were correct when it received the credit, this is also confirmed by the documentary evidence Nationwide had provided previously to our service.

Nationwide are satisfied they have correctly added the credit as requested to by the third party bank and sender. Having considered the evidence, and its response to my request for more information about its processes, I do not think on balance, Nationwide have done anything wrong or acted unfairly or unreasonably.

There is a possibility the credit was made in error by a third party, who has yet to notice this error, but this would seem unlikely due to the names associated with the account. In such circumstances it would be for the payer to notify their bank and the sending bank to raise the issue with the receiving bank.

I appreciate Mr C has provided evidence to show he does not hold an account with the third party bank in question by undertaking a series of searches with credit reference agencies.

To be clear, credit searches with such agencies do not necessarily show all financial products held by an individual. Businesses do not report all products to credit reference agencies, for example, accounts with no lending facilities such as saving accounts are often not reported

So, whilst these searches appear to discount Mr C made the transfer from an account he held with the third party bank, it unfortunately does not negate it entirely. In any case, as I have explained, the evidence strongly suggests the payment was processed correctly by Nationwide as the payer and third party bank asked.

For these reasons, I do not uphold Mr C's complaint about Nationwide. I am sorry I cannot offer a resolution to where the credit has come from and why, but as I explained at the start of this section, my focus here, as this complaint is concerning Nationwide, is on whether Nationwide has done anything wrong.

Having considered the evidence, I do not think I can hold Nationwide responsible for this credit or uphold the complaint against it. It is my final decision it has not acted unreasonably or unfairly.

My final decision

For the reasons I have given, I do not uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 December 2024.

Gareth Jones
Ombudsman