

The complaint

Mr D complains that Nationwide Building Society failed to note his vulnerability, due to medical conditions, on its records. And that its adviser intentionally disconnected a call when he called to complain about it.

What happened

In October 2023 Mr D sent an email to Nationwide explaining his medical conditions and requesting that it note his vulnerability on its records. He had telephone contact with Nationwide about another matter in November and December 2023. On 17 February 2024 he called to ask whether his vulnerability had been noted on his record. The adviser told him that it hadn't, so he said that he wanted to make a complaint. The call was disconnected, Mr D suggests deliberately. He called back later and another adviser took full details of his complaint.

Nationwide advised that a note was added to Mr D's profile of his vulnerability on 20 February 2024. It confirmed that this wasn't a flag, and it could get overlooked by agents when he called. Nationwide advised that it could add a specific vulnerability flag to his profile, however, it would need the specific wording approved by him due to General Data Protection Regulation (GDPR). Nationwide said it made several attempts to get in touch with Mr D to approve such wording, which was finally done in July 2024.

Nationwide apologised for the delay in adding the vulnerability flag to Mr D's profile and for its error in terminating the first call in February 2024. It offered a total of £125 compensation.

On referral to the Financial Ombudsman Service, our Investigator said that he thought the £125 compensation offered was fair and in line with this Service's approach in cases like this. So he didn't uphold the complaint.

Mr D did not accept this. In particular he required to know whether its call in February 2024 was deliberately disconnected by the adviser, and that Nationwide should be able to provide the call codes to show this. Following a Data Subject Access Request (DSAR) he made to Nationwide, Mr D received documents from his records, which he has passed onto us.

The matter has been referred to me for an Ombudsman's consideration.

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 any evidence is incomplete or contradictory I will make my decision based on what, in my view, is most likely to have happened. Our Service is informal and we do not have the power to call witnesses or take evidence on oath.

In respect of the DSAR information, I've looked through it and I don't think this contains any further relevant evidence that Nationwide hasn't already provided. I have explained to Mr D

why I don't think a hearing is necessary, and in my view the provision of this information doesn't change the position

Firstly I accept that Mr D wanted details of his vulnerability recorded on his Nationwide profile. And he specifically emailed it in October 2023 to get this done. And, as was confirmed in February 2024 Nationwide did not act on that email.

Regarding the specifics of Nationwide's actions since Mr D's call in February 2024 when he lodged his complaint, the adviser told him that the matter would be actioned within 3 days. And I note that within that time, a vulnerability note was added to his profile. Nationwide did email him to explain that this was just a note and could get overlooked by agents when he called. To get a specific marker added to his profile he needed to agree wording with it so that it had an accurate account of his medical condition. It followed this up with emails in March, April and July 2024. Mr D said that he had been in hospital so wasn't able to answer the emails. I understand that but, at the time, Nationwide would not have been aware of that.

On the question of communication I understand that Mr D has told us that he wants communication to be by telephone. However when he made his complaint in February 2024, he was specifically asked by the adviser how he would like communication to be with him. And he responded that he wanted emails. So I can't find that Nationwide did anything wrong by communicating with him in that way. I understand in any event that he was able to agree specific wording which has now been noted against his profile by Nationwide.

With regard to the termination of the call in February 2024, I've listened to the call and it went dead after about a minute. Nationwide has said this is an error and that it was terminated at its end. It's not able to say whether this was deliberate or a mistake. But listening to the call, both Mr D and the adviser were talking calmly and there would have been no reason that I think, for the adviser to have deliberately terminated the call. So I think it's most likely that the termination of the call was an error. Whilst Mr D wants to see the call codes and details of Nationwide's interview with the adviser in question, and these were not under the DSAR, I do think that these are matters for Nationwide's own internal processes. Mr D was able to get through 20 minutes later and his complaint was taken down in full.

On the question of how Nationwide's error impacted Mr D, I haven't seen any evidence that it caused him any financial loss. Nationwide has supplied the calls that he made in November and December 2023. I understand those calls to relate to another matter which has already been the subject of a final decision by this service. However I have noted the tone of those calls and in my view I didn't hear anything which suggested that Nationwide had failed to take account of his vulnerability or that the lack of any vulnerability marker affected the way that Nationwide dealt with him.

So while I appreciate that Mr D was caused distress and inconvenience because Nationwide failed to act when he told it about his vulnerability, and his annoyance at the first call being terminated, I think that its offer of £125 compensation was fair and reasonable in the circumstances.

My final decision

Nationwide has already made an offer to pay £125 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Nationwide Building Society should pay £125.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 2 January 2025.

Ray Lawley
Ombudsman