

## **The complaint**

Mr R complains that Nationwide Building Society loaded a fraud-related marker against his name with Cifas and closed his account, which had a great impact on him.

## **What happened**

On 13 September 2024, Nationwide received a fraud report from a third-party bank alleging that Mr R received fraudulent funds into his account. It requested that Mr R contact it with further information by 19 September 2024 and advised it would close his account in absence of his response.

Mr R contacted Nationwide with further information on 16 September 2024. However, this information was not passed to Nationwide's fraud team and as a result, Nationwide closed Mr R's account and loaded a Cifas marker against him.

Mr R sent the email to Nationwide again following his account closure and it agreed to remove the Cifas marker loaded against him on 27 September 2024. It also paid £200 compensation by way of an apology to Mr R's external account. Nationwide offered for Mr R to open a new account with it and explained it couldn't reopen his old account.

Unhappy with its response, Mr R referred his complaint to this service. He felt Nationwide's compensation was inadequate, he said the Cifas marker financially impacted him and he also withdrew from University as a result of the stress caused by Nationwide.

One of our Investigators looked into things and felt Nationwide's offer to put things right was a fair one. She didn't think the compensation should be increased.

Mr R didn't agree and felt his points hadn't been considered. He said he was unhappy that Nationwide didn't receive his email and as a result his account was closed. He said he wanted more compensation as he had to apply for other accounts which he was rejected for.

As Mr R didn't agree with the outcome, the complaint was therefore passed to me for determination. Prior to issuing this decision, I wrote to Mr R to request some additional evidence, so that I could assess his claim that Nationwide was the reason for his account applications being rejected. Mr R declined to provide this information as he didn't feel he had to.

Whilst Mr R didn't ask for a formal final decision, as he was still unhappy with the outcome, this decision is the appropriate option as the final stage in our process.

## **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 don't uphold Mr R's complaint and I'll explain why.

There is no dispute that Nationwide received a fraud notification from a third-party bank on 13 September 2024 about funds received into Mr R's account. But there is also no dispute that Mr R sent Nationwide an email explaining things on 16 September 2024 - which was within the timeframe Nationwide requested to hear back from him by. When Mr R re-sent the email to Nationwide explaining that he was the victim of a scam and not complicit in the fraud that took place, Nationwide made the decision to remove the Cifas loading against him. It's clear to me that had Nationwide correctly actioned Mr R's email of 16 September 2024, it wouldn't have made the decision to load the Cifas marker in the first place, nor would it have closed Mr R's account. I have no doubt that this would have caused Mr R distress and inconvenience.

However, Nationwide actioned the removal of the Cifas loading within 11 days of it being loaded. I don't think the loading was placed on Mr R's credit file for a significantly long period of time to have had a significant impact on him. Nevertheless, I asked Mr R for supporting evidence so I could consider his claim that he tried to open bank accounts elsewhere but he had his applications declined as a result of Nationwide's actions. Mr R refused to provide this evidence and so I can't make an award on Mr R's testimony alone. As our Investigator explained to him – his applications may have been declined for other reasons. I cannot conclude that Nationwide's actions were the sole reason for Mr R's account applications being declined.

I've also noted that Mr R said he left University as a result of the stress this matter had on him. I empathise with Mr R's position but I've not seen any evidence that links Nationwide's actions to Mr R's reasons for leaving University.

In my judgement and based on the evidence I do have, I think Nationwide's offer of £200 was fair and reasonable under the circumstances. I do think this matter would have had an impact on Mr R and I think the offer Nationwide made to put things right was what I would have awarded had it not done so. I have no doubt this matter would have been distressing and inconvenient for Mr R but I have no basis to increase the compensation offered in absence of supporting evidence.

Nationwide has offered to open a new account for Mr R. I appreciate he does not want this and wants his old account to be reopened but this isn't something Nationwide can do. Nor is it something I can compel it to do. I think the compensation paid fairly acknowledges the impact of its actions on Mr R and should Mr R wish to open a new account with Nationwide, he should get in touch with it directly.

### **My final decision**

My final decision is, despite my natural sympathies for Mr R's circumstances, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 1 January 2025.

Dolores Njemanze  
**Ombudsman**