

The complaint

Mr E complains Nationwide Building Society ('Nationwide') failed to carry out his instruction to sell his investments. He says that caused him to lose a substantial amount of money and he wants Nationwide to compensate him for the financial loss.

What happened

Mr E had an agreement with Nationwide for it to give him ongoing advice on investments which he held on the platform of a business I'll call 'A'. Nationwide recorded that Mr E's risk appetite was at level 3 and his aim was better growth.

Mr E says that in February 2022, after war began in the Ukraine, he immediately tried to get in touch with his adviser at Nationwide to withdraw his investment. He says he made contact in March 2022 and Nationwide said not to withdraw because the war would end, and Mr E would be worse off if he withdrew now.

Mr E provided an image of a phone screen showing two voicemail messages which appear to have been left by Nationwide on 7 March 2023.

Nationwide's records show Mr E had calls with the adviser on 29 April and 7 June 2022. The calls weren't recorded which Nationwide said meant they were likely to have been via the adviser's work mobile. Nationwide says its adviser would've had an informal discussion with Mr E in 2022 and it didn't carry out a formal review so no documents or notes were available.

Nationwide says in August 2022 it emailed Mr E with information about investing during a time of market volatility. It said it did this because Mr E had opted to receive ongoing advice from Nationwide.

On 27 October 2022 Nationwide wrote to Mr E summarising the annual call it had made to him that month as part of its ongoing advice service. The letter said the discussion between Nationwide and Mr E had established that there'd been no change to his circumstances that could affect his investment plans, and no change to his reason for investing or his risk tolerance.

In February and March 2023 Mr E met with the adviser he says he contacted in March 2022. And he agreed to switch some of his investments to different funds. The fact find and suitability letter from the time said Mr E was prepared to invest for a minimum of six years to achieve his investment goals and his attitude to risk remained at level 3.

Emails provided by Mr E show the following:

- On 7 March 2023 the Nationwide adviser who Mr E says he spoke to in March 2022 emailed Mr E some documents to sign.
- On 11 June 2023 Mr E emailed the adviser asking about a decline in the value of his investments and what Nationwide could do about it.

- On 12 June 2023 Mr E emailed the adviser again, saying, *'Would it be possible to put it into your national wide buildings society 5% interest'*.
- On 14 June 2023 Mr E emailed the adviser saying *'Can you come back to me. What is the next move please'*.

Mr E says that on an unidentified date he called in to Nationwide and was shocked to be told the adviser he'd been dealing with had retired.

Nationwide says that on 27 June 2023 Mr E met with a different Nationwide adviser and discussed the performance of his investments and possible next steps. Nationwide said the following about that discussion:

'[Nationwide's adviser] said he briefly explained issues that had an effect ... such as inflation and Ukraine for example, and showed how your overall plan was still in considerable profit, as well as how your funds experienced similar periods of volatility when you'd remained invested before the recent additional investment. He explained how you could encash if you wished, either directly with [A], or via himself if you wanted advice, also explaining the risks of doing so such as lower growth potential, timing and inflation risks, and possible taxation. As you felt you should have been advised to withdraw funds before [Nationwide's adviser] also made clear [its previous adviser] couldn't possibly have known the market would later fall as it did, or about the future war in Ukraine, or indeed what else may occur in future. Without time for a full review, you said you'd think about withdrawing your investment but would stay invested for now. [Nationwide's adviser] also later exchanged emails after you asked him if there'd been an increase since, which at the time there had.'

On 23 July 2023 Mr E complained to Nationwide. Nationwide said on 16 August 2023 that it understood his complaints were about its advice charges, and that Nationwide didn't advise him to withdraw from his investment, and instead he felt pressured to invest more. It said it didn't uphold those complaints.

On 12 April 2024 Mr E wrote that his complaint was that he instructed the Nationwide adviser in March 2022 to encash his investments and put the money in a savings account, but the adviser didn't do that and instead told Mr E the war would be over quickly and markets would stabilise. Mr E mentioned that *'once the losses had been incurred the funds had to stay put in order to try and recover the capital value'*. Mr E said Nationwide should pay him the difference between the value of his portfolio in April 2022 and the value of the portfolio on the date he transferred his investments in specie away from A.

Nationwide said it couldn't agree or find evidence that Mr E had ever specifically instructed the Nationwide adviser to withdraw Mr E from his investment. It said if that had happened, there'd have been no reason to switch funds as Mr E did in March 2023. Nor would Mr E have later told the second adviser he was contemplating withdrawing from the investment. Nationwide also said its adviser couldn't have stopped Mr E from encashing his investments if he'd wanted to – but in any case it confirmed it had seen no evidence Mr E had ever specifically instructed Nationwide to do that.

Mr E wasn't satisfied. He referred his complaint to this service. He said Nationwide had ignored his request to withdraw from his investments and he wanted to be compensated for the financial loss that caused him.

One of our Investigators looked into Mr E's complaint. She didn't think Nationwide had done anything wrong. In summary she said the following:

- Mr E had described a conversation he'd had with Nationwide's adviser in March 2022, but there were no call recordings, meeting notes, or emails available to corroborate the specifics of any advice Mr E received. And Nationwide said it had no record of a meeting between its adviser and Mr E in March 2022. Also, Mr E's portfolio records showed no changes were made to his investments in March 2022. Without documented evidence the investigator couldn't conclude Mr E had instructed Nationwide to withdraw his funds in March 2022, or that Nationwide actively discouraged Mr E from encashing his investments at that time. The investigator said she needed to rely on objective evidence to reach a fair view.
- The investigator also noted that Mr E had mentioned vulnerability, but there was no evidence to indicate Nationwide had failed to recognise and respond to Mr E being in vulnerable circumstances in March 2022.
- The investigator understood Mr E's concerns about the reduction in value of his investments and his view that advice from Nationwide to stay invested caused him a loss. But fluctuations in portfolio value due to market volatility were an inherent feature of this type of investment. And the evidence didn't indicate Nationwide acted inappropriately in relation to a withdrawal request from Mr E in March 2022. The portfolio's performance reflected broader market conditions rather than any failings by Nationwide.
- Without any evidence of failings, the investigator couldn't recommend Nationwide compensate Mr E for any decline in the value of his investments.

Mr E didn't agree with the investigator's view. He provided no further comments.

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'm not upholding the complaint, for the same reasons given by the investigator on this complaint. I'll explain why.

The purpose of this decision is to set out my findings on what's fair and reasonable, and explain my reasons for reaching those findings, not to offer a point-by-point response to every submission made by the parties to the complaint. And so, while I've considered all the submissions by both parties, I've focussed here on the points I believe to be key to my decision on what's fair and reasonable in the circumstances.

Nationwide told Mr E its advice policy was not to recommend encashing investments on the basis of market fluctuations, but rather when the customer's circumstances, reason for investing or attitude to risk change. So if Mr E had've discussed market fluctuations with Nationwide's adviser in March 2022 it's likely the Nationwide would've advised Mr E not to make any changes unless something else had changed about Mr E or the investments. I don't have evidence showing what discussions Mr E had with Nationwide in early 2022. But if nothing had changed for Mr E or the investments other than market fluctuations and Nationwide had advised him to remain invested I wouldn't necessarily find that unreasonable.

But Mr E's complaint is that he instructed Nationwide in March 2022 to encash his investments and Nationwide ignored the instruction. If that happened I'd be minded to say Nationwide treated Mr E unfairly. But having looked carefully at all the available evidence I can't conclude that Nationwide did fail to carry out an instruction from Mr E.

The correspondence between Mr E and Nationwide after March 2022 makes no mention of an instruction having been given. Records of various meetings show Mr E discussed his position with Nationwide and agreed to switch investments. And until the adviser retired Mr E continued to see and take advice from the same adviser who he says had ignored his instruction. Nationwide said that in June 2023 Mr E told his new adviser that the previous adviser should've advised him to withdraw his investments. But apart from his complaint in early 2024 none of the records I've seen suggest Mr E had given an instruction in or around March 2022 and Nationwide had ignored it.

I don't suggest Mr E had to complain sooner than he did in order to have his complaint investigated. Rather, I'm saying that the fact he didn't raise the issue of the ignored instruction with Nationwide in the weeks and months following March 2022 suggests to me on balance that Nationwide didn't ignore an instruction from him in March 2022. If it had, I think it likely Mr E would've mentioned it after seeing that Nationwide hadn't actioned his request.

In June 2023 Mr E emailed the Nationwide adviser asking whether he could move his investment into cash. When the adviser didn't answer Mr E followed up with a further email asking for a response. I would've expected Mr E to follow up in a similar fashion in early 2022 if he'd made a request which Nationwide had ignored. I also note that the June 2023 emails made no mention of Mr E having given an instruction to encash the investments in the previous year.

The emails Mr E submitted in evidence were from 2023, not 2022. They show he received no immediate response when he asked in June 2023 whether it would be possible to withdraw from his investments and keep his money in an interest-bearing cash account instead. I don't see this as an instruction – rather it was an enquiry about what would be possible. The fact Nationwide didn't immediately answer might have been because Mr E's adviser had retired – but in any case Mr E was able to meet with a different Nationwide adviser in June 2023 to discuss his investments and the options available. So I don't think the emails Mr E submitted show Nationwide ignored an instruction from him in 2022 or 2023.

For completeness I note that if I were to find that Nationwide had made an error (which I haven't), I'd need to consider whether Mr E made a loss as a result of the error. To do that I'd be unlikely to look at the value of the investments at the point Mr E transferred them in specie to a new platform. Due to market fluctuations, investment value can go up and down – and a dip in the value of Mr E's investments at the time he transferred them doesn't necessarily equate to a financial loss for him. To assess whether he'd made a loss as a result of not withdrawing in March 2022 I'd more likely need to see what the value of his investments is now if he still has them, or what it was when he sold them, if at some point he did sell them, or what it was at the point he ought reasonably to have sold them. And I'd need to compare that to the position Mr E would be in if Nationwide had encashed his investments in March 2022.

But, as I've said, I haven't found that Nationwide ignored an instruction from Mr E – so I haven't found Nationwide has treated him unfairly or unreasonably in the particular circumstances of this complaint. That means I don't need to assess whether he's made a loss. I know that for a sustained period from March 2022 Mr E's investments didn't perform as he would've liked. But I can't conclude any loss or poor performance was due to a failing on the part of Nationwide. So I'm not requiring Nationwide to do anything.

My final decision

For the reasons I've set out above, 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 E to accept or reject my decision before 9 August 2025.

Lucinda Puls
Ombudsman