

## The complaint

Mr I complains Nationwide Building Society (NBS) provided him with incorrect information about how to apply for an Individual Savings Account (ISA) transfer, meaning he couldn't complete the transfer and had to use another provider, causing him financial loss. He also complains about the customer service he received during his complaint with NBS about this transfer.

## What happened

As the details of the complaint are known by both parties. I do not intend to comprehensively set out all the aspects of Mr I's complaint here, but I will summarise the points I consider salient.

In mid-December 2023, Mr I contacted NBS to arrange an appointment to transfer an ISA to it. NBS explained there were no branch appointments available before Mr I was due to travel abroad. NBS explained Mr I could arrange for the transfer over the telephone and arranged a telephone appointment for the next day.

Mr I subsequently discovered he couldn't complete an ISA transfer over the phone as he needed to use online banking to do this, which he does not use, so this information was incorrect.

The next day, Mr I explained he didn't get a call from this adviser, explaining he had altered his plans to be able to take the arranged call. The evidence provided by NBS I have seen suggests the ISA adviser attempted to call Mr I once the next day, but this was not successful. Mr I explained he was already abroad and was using his wife's mobile phone, explaining his personal mobile phone was disconnected whilst he was abroad. Mr I called NBS and spoke with another named adviser for 45 minutes. He explained he asked for a complaint to be raised and this adviser hung up on him. Before doing so, this adviser told Mr I the ISA adviser had not rung him because NBS can't make international calls.

Mr I said on 2 February 2024, late in the evening, he received a call from a named complaint handler at NBS. Mr I said he explained he had asked to be called back in June, when he would be back in the UK. Mr I said this information had not been recorded. Mr I described the call with the complaint adviser as '*unsavoury*' explaining he was concerned, due to how late it was, it might be a scam call, particularly as NBS had recently told him it couldn't call internationally. Mr I explained, because of the time difference, he was just about to go to bed when he received the call. Mr I said he hardly slept that night, explaining the next day of his holiday was ruined. Mr I thought NBS should have checked the time where he was and considered how late it would have been.

Mr I explained the complaint adviser then wrote and sent a final response letter dated 2 February to his UK address. Mr I said this was not what was agreed, explaining he had told her to contact him in June. Mr I is dissatisfied about the response explaining it didn't mention the ISA and having to take out an ISA on a lower rate. Mr I explained he had lost out financially because of this. Mr I said the response wasn't accurate

NBS wrote to Mr I in June 2024 after speaking with him. NBS apologised for misinforming Mr I about its ability to make calls internationally, clarifying NBS can do this. NBS apologised for not making further efforts to contact him by telephone, after it had been unsuccessful in reaching him. NBS also apologised for calling Mr I late at night at an unsuitable time.

NBS said it couldn't compensate Mr I for the lower interest rate ISA he had received elsewhere, but would compensate him for the poor service. NBS paid £100 compensation.

NBS wrote a further letter a few days later. This letter explained NBS had reviewed the compensation offered and believed it was fair. NBS also explained some of the action it had taken regarding a service complaint Mr I had raised.

Mr I has had over 20 telephone conversations with NBS. He has raised a series of complaints regarding these contacts, which broadly fit into three discrete areas.

Firstly, Mr I complains about the application process for the ISA. He complains:

- He was provided with incorrect information relating to NBS's ability to make international calls,
- NBS told him it could arrange the ISA over the phone when it could not,
- NBS did not make more than one attempt to contact him by phone when he had arranged a telephone appointment with an adviser at NBS,
- NBS contacted him on a switched off mobile phone whilst he was overseas,
- A named NBS adviser hung up on him, and,
- A named NBS adviser called him late in the evening, due to the time difference, whilst he was overseas.

The second part of Mr I's complaint is he lost out financially. He explained he had to arrange a transfer with a third party provider which took further time and effort. He has also explained this was at a lower rate and wants compensating for the difference.

Finally, Mr I has complained about NBS complaint handling. Again, both parties are aware of the details here. In summary this part of Mr I's complaint includes:

- NBS closed Mr I's complaint in February 2024 and provided a final response whilst he was overseas, when he had asked NBS to wait until June when he would have returned and could deal with his complaint,
- NBS did not return phone calls when agreed,
- He was not able to speak with a manager when he requested, or have a manager investigate his complaint when he asked,
- A complaints adviser called him on 6 June, when he had been clear in an earlier call he was on holiday and didn't want a further call,
- NBS has not listened to all of the relevant calls before reaching a final decision on his complaint,
- A complaints manager misrepresented what he said in a letter to him regarding the sum of compensation he had requested,
- A general poor level of customer service provided by another three other named NBS advisers on the telephone.

Our investigator thought there had been a financial impact on Mr I as he had to use a different provider at a lower rate, but didn't think NBS were responsible as Mr I chose to invest elsewhere and this was partly due to Mr I travelling abroad. They also recognised Mr I had suffered some poor service by NBS which had caused him distress and inconvenience.

Our investigator recommended a total of £300 for the distress and inconvenience Mr I had suffered.

As Mr I 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.

I appreciate how strongly Mr I 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 wrote to Mr I in late January 2025, summarising what I thought were the main gist's of his complaint having read through the case and listened to the calls we have on file. I asked Mr I to confirm my understanding of his complaint by early February. I can see Mr I has spoken with our investigator on a few occasions to discuss my letter and outline his thoughts about it, which were recorded on the complaint file. I have therefore maintained the three areas of concern I outlined in this correspondence and will address each in turn in this decision.

### Application process for the ISA

As I explained above the issues Mr I has complained about are as follows:

- He was provided with incorrect information relating to NBS's ability to make international calls,
- NBS told him he could arrange the ISA over the phone when it could not,
- Not making more than one effort to contact him by phone when he had arranged a telephone appointment with an adviser at NBS,
- NBS contacted him on a switched off mobile phone whilst he was overseas,
- A named NBS adviser hung up on him, and,
- A named NBS adviser called him late in the evening due to the time difference whilst he was overseas.

I am satisfied NBS has upheld all the above elements of Mr I's complaint concerning the initial contact he had with it when trying to arrange the ISA transfer. I therefore do not think the issues at hand are in dispute and I therefore do not need to make a finding of fact based on the evidence here, as NBS has accepted its service fell below the standard it expects.

As these matters are not in dispute, I agree this was poor service. The issue left for me to determine is whether the compensation offered by NBS is in line with what our service would expect for the impact this had on Mr I.

NBS has already apologised for the poor service Mr I has experienced. Having considered these issues carefully, I am persuaded there is evidence of a series of mistakes made by NBS. I have no doubt these issues caused Mr I some distress and inconvenience, which our service can award for. I can see these were repeated small errors which required Mr I to contact NBS.

In such circumstances, I think an awards of £150 is reasonable, fair and in line with what our service would usually award in these circumstances.

### Financial loss

Moving on to financial loss, I have considered the timeline carefully before making a decision on this point. Mr I told our investigator the rate and term he invested his ISA for with a third party. However, for me to consider whether there has indeed been a financial loss here, it is important to carefully examine whether Mr I could have taken advantage of the ISA with NBS, taking into account the wider circumstances.

I am satisfied there were no in-branch appointments available for the ISA transfer when Mr I contacted NBS. I think it is important for me to be clear on this point, I do not consider this a service failing. Availability of advisers and how many ISA appointments are available in branch are business decisions NBS is entitled to make. NBS appear to offer the option of ISA transfers online, however, I am satisfied this also wasn't available to Mr I as he doesn't have internet banking, somewhat regardless of what NBS told him. It therefore suggests Mr I would only have been able to make this transfer in a branch.

I am also satisfied the evidence shows he was travelling soon after enquiring about the ISA transfer and the short timeframe here meant, essentially, because there were no appointments available, it is unlikely Mr I would have been able to take out a NBS ISA and complete the transfer before he travelled abroad.

Our service considers foreseeability when making awards. I fully appreciate Mr I was provided with incorrect information, as I have discussed above, but it does appear to me Mr I left it relatively late to organise this transfer before leaving the country. It wasn't a fault or error by NBS Mr I was travelling abroad for an extended period, it most likely would have been able to organise the transfer had Mr I not left the country and/or chosen another ISA provider in the meantime. For this reason, I am persuaded this also limits NBSs' liability here.

For these reasons, I am satisfied it would be unfair to hold NBS accountable for any financial loss Mr I has encountered because of this. I therefore have decided not to consider any award for financial loss further.

#### Complaint handling

As I discussed above, the issues at hand are:

- NBS closed Mr I's complaint in February 2024 and provided a final response whilst he was overseas, when he had asked NBS to wait until June when he would have returned and could deal with his complaint,
- NBS did not return phone calls when agreed,
- He was not able to speak with a manager when he requested, or have a manager investigate his complaint when he asked,
- A complaints adviser called him on 6 June, when he had been clear in an earlier call he was on holiday and didn't want a further call,
- NBS has not listened to all of the relevant calls before reaching a final decision on his complaint,
- A complaints manager misrepresented what Mr I said in a letter to him regarding the sum of compensation he had requested,
- A general poor level of customer service provided by another three other named NBS advisers on the telephone.

Dealing with the third point first, I have listened to the relevant calls here, and I can understand why Mr I wanted to speak with a manager and wanted his complaint dealt with by a manager due to the issues he has outlined.

However, how businesses choose to operate and the systems and processes they have in place is not something we can usually consider as part of a complaint. Businesses are entitled to decide on internal escalation process and how to handle complaints. It is also not unusual for businesses to not escalate complaints to managers before complaint handlers have exhausted their processes.

I therefore can't uphold or find NBS did anything wrong by not passing his complaint to a manager when Mr I requested. I also note Mr I did speak with managers later on in his

complaint process. I consider this part of Mr I's complaint is essentially about a business process and decision and I cannot make a finding on such issues, as I have outlined above.

Moving to the first point above, whilst I understand Mr I is unhappy NBS closed his complaint and issued a final response in February against his wishes. I have heard NBS explained to Mr I it couldn't keep his complaint open, I can understand why NBS chose to close his complaint and issue a response, I will explain why.

Regulated businesses are governed by the Financial Conduct Authority (FCA) Dispute Resolution Handbook, referred to as DISP. DISP requires companies to implement and maintain procedures for prompt resolution of complaints. DISP 1.6.2 states final responses must be issued no later than eight weeks after the business has received the complaint, NBS's own policy says it will resolve complaints in 56 days.

From looking at the time frames here, Mr I complained about the underlying issues in December. Mr I wanted the complaint to remain open until June, but this would have exceeded the time frame required under DISP. DISP also requires businesses to publish complaints data, for example, NBS complaints data is freely available on its website, and shows, at the time of writing, for the previous financial year it closed 99.72% of general banking complaints within 8 weeks, so appears to be mostly achieving this required measure.

Further to this point, I also note Mr I was able to discuss his complaint whilst overseas. I appreciate he was on holiday, but this does appear to have been a longer period abroad than is usual for a holiday. I therefore don't think it is unreasonable to expect some administrative contact with the UK during this extended period abroad. Mr I had engaged with NBS during this period, this all leads me to consider, on balance, it wasn't unreasonable for NBS to decide it had sufficient evidence and information to issue a final decision and not delay the complaint further. I also note NBS was deciding in Mr I's favour and offering compensation for its errors.

Dealing with the calls on 6 June, I have listened to both calls on this date. I agree this second call should not have been made, as Mr I had clearly asked not to receive a further call that week during the first call. I understand that the complaint adviser was ringing to introduce herself during the second call. I appreciate Mr I has raised this as a complaint issue, but, having realised Mr I had asked not to be called, I can see the adviser quickly offered to discontinue the call and call back at a convenient time.

However, Mr I then asked to go through security after this. Mr I asked several questions and engaged with the complaint adviser throughout. The call ended with an agreement to speak next week and Mr I thanking the adviser.

Therefore, although I accept this call should not have happened, as NBS didn't comply with Mr I's request, from the evidence presented I am not persuaded this call caused significant distress or inconvenience to Mr I.

I now move on to the issue of a manager misrepresenting Mr I's comments during a telephone call in a subsequent letter they wrote. Mr I complains he didn't ask for £1,000 compensation during this call, and the subsequent letter by a manager stating he did is inaccurate.

I have listened carefully to this call, Mr I says, after discussing the £100 compensation offered by NBS, he said he thinks compensation should be '*nearer to £1,000*', to which the manager says he wouldn't agree to that. Mr I then asks whether NBS would be willing to agree a compromise, which the manager says no, explaining he is happy with the current offer of £100. Mr I has since explained he wished for this to be an opening figure for discussion and negotiation. He says he did not ask for £1,000 compensation as per the response dated 18 June.

Whilst I accept Mr I didn't say he wanted £1,000, as the letter suggests, he did say he thought the offer should be nearer to £1,000. It may have been helpful for the letter to have been clearer and more accurate to the language he used, but as Mr I asked for an offer '*nearer to £1,000*' I can't agree Mr I was misrepresented here. He did mention this figure and I am satisfied he was clearly making a representation that he wanted an offer around this figure.

Whilst I understand Mr I's subsequent explanation that he presented this figure as an opening bid, and there is some evidence he wanted a '*compromise*', I don't think the evidence suggests Mr I made it explicitly clear he wanted to negotiate a settlement. I also note Mr I then immediately raised a further service complaint about a named adviser after not being able to negotiate a higher figure for compensation.

NBS were clear during this call, this figure was its final offer, with our service being discussed throughout as an option for Mr I if he remained dissatisfied. I therefore don't think it would be fair to uphold this element of Mr I's complaint, and am satisfied the underlying position was he wished for significantly higher compensation in line with the figure he mentioned, or at the very least significantly higher than NBS were prepared to offer.

I can see Mr I did not receive call backs when he requested them, this was poor service and these are a matter of record, I therefore uphold this part of Mr I's complaint. I have listened to the calls we have on file and am satisfied there was some poor service here, these calls are from when Mr I returned from abroad and include the issues I have outlined above, including calls to two managers Mr I spoke with during this time.

I understand Mr I has asked for our service to obtain and examine every call he has had with NBS throughout this extended period. In determining what calls I needed, I have considered the complaint points I highlighted to Mr I for comment and whether I am satisfied I have sufficient evidence, which includes the relevant calls, to answer these issues. I would assure Mr I I am satisfied I have examined the calls I need to make a decision regarding his complaint points.

To be clear, my role is to examine the complaint points Mr I has raised, not to assess all contact Mr I has had with NBS, and consider whether I have sufficient evidence to make a decisions based on these points and the evidence provided. I would, however, assure Mr I have listened to all the calls our service has on file when considering his complaint.

In summary, I therefore uphold the following from the evidence I have seen:

- Mr I did not receive call backs when he requested,
- Mr I shouldn't have been called when he asked not to be,
- The letter NBS sent could have been clearer regarding the '*nearer to £1,000*' compensation issue,
- Overall, I do think Mr I could have been provided with better service during some of the relevant call I have examined.

Although complaint handling isn't a regulated activity, meaning we can't consider such complaints on their own, I am satisfied these issues were intrinsically linked to Mr I's complaint regarding his ISA and am satisfied I can therefore make a determination on this occasion.

I now must consider what I think is reasonable and fair compensation for impact of the distress and inconvenience Mr I suffered here.

For similar reasons, I am satisfied these matters are again repeated small mistakes which took some effort from Mr I to sort out, and caused him some distress, inconvenience and disappointment. For these reasons I am persuaded NBS should pay Mr I a further £150 compensation, which I am satisfied is in line with what our service would expect.

## **Putting things right**

As I have set out above, there has been a series of mistakes and poor customer service, both during the ISA application and complaint handling.

Having considered this carefully, I agree with our investigator's recommendation regarding compensation. I am persuaded a fair and reasonable compensation award for the impact of the distress and inconvenience is £300. This is in line with what I would expect in the circumstances presented and within the general framework our service uses when assessing compensation amounts.

Finally, the Financial Ombudsman Service is alternative dispute resolution service. Our service is an alternative to court but doesn't replicate its role. If Mr I rejects this final decision, he still maybe able to pursue legal action. When determining compensation awards, our services role is to make an award that recognises the impact a business's mistake has had on a complainant, not to punish or fine the business. Our service makes award for the impact of mistakes, not the mistake itself.

I appreciate Mr I will likely remain dissatisfied with this award, and will maintain these issues warrant a higher payment, but our service is constrained on the awards we can make. However, I trust he has confidence I have carefully considered his complaint, provided him with the opportunity to comment on what I was investigating and provided a clear explanation for my rationale.

## **My final decision**

For the reasons I have given, my final decision is I require Nationwide Building Society to pay Mr I a total of £300 for the distress and inconvenience it has caused him, minus any payments it has already made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 24 March 2025.

Gareth Jones  
**Ombudsman**