

The complaint

Mrs Y complains about the service she received regarding accounts she held with Nationwide Building Society ("Nationwide"). In particular, Mrs Y says that despite being assured by Nationwide her accounts had been closed they weren't and she continued to receive emails about her accounts with it.

What happened

Mrs Y held a main account ending 9143 with Nationwide that was closed some years ago when she switched out to another provider on 26 September 2019. Following this Mrs Y continued to receive emails about live accounts still held at Nationwide. Mrs Y says she visited a Nationwide branch and made several phone calls to Nationwide in January and February 2024 about this but was told her accounts were closed and to disregard the emails.

But the emails continued and so Mrs Y raised a complaint in October 2024. In response to this Nationwide said Mrs Y had accounts open with it and refused to accept Mrs Y had requested the closure of them previously as it could find no record of a request by Mrs Y to close the accounts and no records of calls to it in January and February 2024.

Mrs Y was dissatisfied with this and how Nationwide had handled her complaint when it imposed a three-day deadline to respond or her complaint would be closed and so brought her complaint to this service. Furthermore, Mrs Y believes that by sending her statements and not closing her accounts as requested there has been a data breach. Mrs Y wants the accounts to be closed and compensated for the inconvenience.

Nationwide say that there are three accounts which remain open holding less than £2 in total consisting of a:

1. Flex Online Saver ending 6752;
2. Flex account ending 0942; and
3. Flex Direct account ending 7206.

Nationwide says it has no record of any calls from the telephone numbers it has on Mrs Y's profile to it during January and February 2024 when Mrs Y says she called or any record of any contact between September 2021 and October 2024. Furthermore, Nationwide says when Mrs Y raised her complaint she made no mention of her visits to branch.

Mrs Y has provided the name of a person who she spoke to in a branch of Nationwide in around April 2022 who she says took notes and told her everything would be closed off. Mrs Y says there were other branch visits at the end of 2022 and start of 2023 where she was told the same thing and that the person she had previously spoken to had moved branch and a message would be sent to them, but she never heard back.

Nationwide has explained that if there had been any interaction with Mrs Y this would've left a footprint on its contact log as it would have been necessary for it to complete security as part of this interaction as per its processes and provided its internal process documents

confirming the same. Nationwide say as Mrs Y has a small balance on her accounts she would've been given the option to receive a cheque or withdraw the funds in cash at the point of closure, but she hasn't mentioned this in her testimony.

Our investigator looked into Mrs Y's complaint and explained that if Mrs Y had concerns about there being a data breach that she would need to raise this with the Information Commissioner's Office. And having considered all the evidence they thought that there wasn't anything to show that Mrs Y had contacted Nationwide from September 2021 and so they couldn't say Nationwide had failed to address Mrs Y's request to close the accounts. And as Nationwide have advised Mrs Y how she can close her accounts, they didn't think there was anything more Nationwide needed to do.

Mrs Y disagreed and has asked for an ombudsman's 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.

It might help if I explain here my role is to look at the problems Mrs Y has experienced and see if Nationwide has done anything wrong or treated her unfairly. If it has, I would seek – if possible - to put Mrs Y back in the position she would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

And where there is a dispute about what happened – as in this case, I've based my decision on what I consider most likely to have happened in the light of the available evidence.

Having considered all the evidence, I'm in agreement with our investigator and I don't think there is anything much more of use I can add.

Though I don't doubt Mrs Y believed all her accounts were closed – as I think this is supported by the fact her statements show there has been no activity on them. But there isn't any evidence on Nationwide's part to show that Mrs Y had contact with it regarding this or that the process to close these accounts were actioned.

And I think if Mrs Y had formally requested all her accounts to be closed that it's more likely than not that there would be some footprint or contact record outlining this as Mrs Y would've had to go through security and confirm where or how she'd like any balance paid to her.

It might well be that when Mrs Y switched out her main account in 2019 she thought that all accounts held with it would be closed or that she wasn't aware of her other accounts open with it. Indeed, in her webchat with Nationwide she only references a current account. And that since receiving email communications about open accounts Mrs Y might've made general enquiries about closing them, but didn't take the actions necessary to start the process and so there was no log recorded about it. But whatever the case on the evidence I have I can't say that Nationwide has done anything wrong or treated Mrs Y unfairly regarding the closure of her accounts with it.

Nationwide have confirmed that Mrs Y can close her accounts via internet banking or visiting a branch. So to bring the matter to a resolution I suggest Mrs Y does this now confirming where she would like any balance paid.

Finally, Mrs Y is unhappy about the way Nationwide have investigated her complaint, in particular, that she was given a three-day deadline to respond to it before it closes her complaint. But complaint handling isn't a regulated activity (or ancillary to a regulated

activity), so it's not within my powers to make an award for any distress and inconvenience this may have caused Mrs Y.

So it follows that I do not uphold this complaint.

My final decision

For the reasons I've explained I've decided not to uphold Mrs Y's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Y to accept or reject my decision before 16 June 2025.

Caroline Davies
Ombudsman