

The complaint

Mr C complains Nationwide Building Society erroneously made two payments from his account and handled the matter poorly.

What happened

A summary of what happened is below.

Mr C holds an account with Nationwide. He used the account primarily to make child maintenance payments to his ex-wife. In July 2024, he received a message to say that he didn't have enough funds to meet a payment that was due. Upon checking the account, he could see £229.42 was due to be paid on 29th by standing order and another payment for this amount had been paid the month before.

He contacted Nationwide explaining he'd not set up an instruction for this and there should only be one regular payment each month for £319 also due out on 29th of each month. Nationwide could see the payment for £319 and confirmed there was another active payment for £229.42. Mr C wanted to know how the latter could have been set up, as he hadn't authorised it.

Nationwide told Mr C that it was too late to stop the payment, but it could instigate a recall for the payments. He said his ex-wife wouldn't agree to this, so this option wasn't pursued. However, with his agreement both standing orders for £229.42 and £319 were cancelled to stop any further payments leaving the account. Nationwide also informed Mr C that the recent payments related to an instruction that had been set up in 2020.

Mr C raised a complaint as he said he wanted to understand how this had all come about, submitting the situation had caused him a great deal of stress and he didn't want to be charged.

Nationwide issued a response. In summary, it didn't think it had made a mistake and said it would need further details to change its view. Mr C felt he'd already given Nationwide everything he could, and he wouldn't have some of the evidence it was requesting (he believed it would). When Nationwide refused to change its view on the complaint the matter was referred to us.

One of our investigators reviewed what had happened but based on the available evidence, they didn't find an error on Nationwide's part. They noted that in one of the calls, Mr C said he could look to rectify the overpayment and so they didn't think there was a financial loss to address. And while they acknowledged what Mr C had said about not setting up a payment, the evidence from Nationwide showed that this was linked to an instruction set up in 2020 and believed the amount most likely changed at some point. Overall, the investigator wasn't persuaded Nationwide had interfered with the instruction. They considered it more likely Mr C had made an amendment and by accident.

Mr C didn't agree there wasn't a financial loss because he said he was having ongoing issues with the Child Maintenance Service and his ex-partner regarding the payments. He

said there was no evidence he had amended the instruction, and the amount didn't even correspond with other payments he'd made. He was concerned Nationwide had requested information he'd either given it or couldn't provide, however, no consideration had been given to that point.

When an agreement couldn't be reached, the case was put forward for a decision, as the second and 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.

In line with our quick and informal approach, I will focus on what I consider are the key issues. I'm sorry to disappoint Mr C but I'm not upholding this complaint. I'll explain why.

Mr C queried two payments from his account he says he didn't set up. I've considered what he has said but there is nothing on the payment instruction from 2020 to indicate that it was cancelled before August 2024. The record has a "next payment date" of 29 June 2024 with the amount of £229.42, so not only was it still active but there was a mandate for payments to leave on this date. Mr C says he wouldn't have amended the standing order to this amount, and therefore the only explanation is that it must have been an IT glitch or some other error by Nationwide, but I've not seen anything persuasive to say that is what most likely happened here. There would be no reason for Nationwide to interfere with specific payments.

As well as the standing orders, Mr C had bill payments on the account to the payee. I can also see he had cause to change payment amounts over time. On balance therefore, I think it's more likely, that it was changed by him at some point, albeit by mistake. So, my conclusion is there was no error by Nationwide.

Finally, I share Mr C's view that he wouldn't have had some of the details Nationwide requested. But I think this caused annoyance rather than material distress and inconvenience to warrant compensation. All things considered; I'm not going to require Nationwide to do anything more.

This completes our review of the complaint.

My final decision

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 C to accept or reject my decision before 28 May 2025.

Sarita Taylor
Ombudsman