

The complaint

Mr H complains that Nationwide Building Society incorrectly recorded his property address on their system when he took out his mortgage in 1999. Mr H has said this has caused substantial long-lasting impact. He said this includes other people successfully misusing his address, a decrease in his property value and the address being incorrect on his credit report. Mr H isn't happy with how Nationwide have communicated with him and treated him since he raised the issue with them.

What happened

Mr H purchased this property in 1999 and took out a mortgage with Nationwide. I will refer to this property as flat B. He has explained how his address should have been recorded, and he said he only recently found out that the way Nationwide have been recording it has been incorrect. He has given details as to how this has impacted him and says it has caused him a great deal of stress.

He complained to Nationwide in September 2023 and Nationwide passed this to their legal team to review. After reviewing the issue that Mr H raised, the legal team didn't think there were any issues with the title at the Land Registry, but they did amend the address on their systems.

Mr H still wasn't happy with this as he said he wanted help and support from Nationwide in dealing with the wider issue surrounding protecting his property title.

Nationwide responded to Mr H's complaint in April 2024 and they apologised for not giving him a point of contact when they should have done, and also for the fact that they failed to register the mortgage with a full address. Nationwide confirmed that they did update his address and requested a change with the credit reference agencies and with their title registration team to update the information at the Land Registry. They paid Mr H £400 in recognition of this.

Mr H remained unhappy, so he brought the complaint to the Financial Ombudsman Service where it was looked at by one of our investigators.

The investigator concluded that we wouldn't be able to consider all of Mr H's complaint because Mr H had left it too late to complain under relevant time limits. In respect of the issues he could consider, he said that Nationwide had done enough to put things right.

Mr H didn't agree with the investigator and provided a significant amount of detail explaining his reasons why. As well as repeating some of Mr H's earlier arguments, in summary he said:

- The investigator's assessment is flawed and has misrepresented the nature and scope of Mr H's complaint.
- The investigator failed to identify how Nationwide misled Mr H throughout 2023.
- The investigator dismissed systemic internal errors in Nationwide's systems which meant they used inconsistent address formats for Mr H's address despite Mr H's legal title and lease correctly displaying it.
- Nationwide mis-characterised Mr H's address and the investigator blamed him for not identifying problems that were not visible or accessible for him to identify.

- The core of Mr H's complaint is that Nationwide never correctly registered his property when it was purchased in 1999. He said this allowed duplicate and incorrect use of the address for years and only came to light after he triggered a Land Registry investigation in 2023.
- Nationwide estimated the value of Mr H's flat at £440,000 in 2023. After the Land Registry rectified the issue, the property value dropped by £80,000, which confirmed that Mr H's mortgage was misaligned with the wrong flat.
- Nationwide never used flat B consistently in their correspondence or in their credit file reporting. Instead, they referred to it as 'second floor flat or top floor flat' which are generic terms also used by the first floor flat at different times to fraudulently represent themselves as flat B.
- Nationwide's correspondence often used just the flat number without 'B' allowing ambiguity and undermining Mr H's ability to protect or clarify his address. The first floor flat has been presenting themselves behind the scenes as flat B for years. This was not detected by Nationwide, credit reference agencies or public databases until Mr H was forced to sort this out with the Land Registry in 2023.
- The credit report confirms Nationwide's internal misreporting. The credit reporting was inconsistent with Mr H's legal title from the beginning.
- There is a presence of four flat unique property reference number's (UPRNs) against a three flat building enabling data misuse.

Mr H then gave a list of evidence that he would like the Ombudsman to consider, which includes, but is not limited to, his bank statements, council tax and local authority UPRNs, his credit report and the drop in the valuation.

As Mr H disagreed with the investigator, he has asked for the complaint to be reviewed by an Ombudsman, so it's been passed to me to decide.

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.

There are rules about time limits which I must apply to every complaint I'm asked to consider. These rules are published by the Financial Conduct Authority in their Handbook and is available online. They say, at DISP 2.8.2R, that unless the business complained about consents (which Nationwide doesn't), we can't look at complaints made:

- more than six years after the event complained of; or, if later
- more than three years after the consumer knew, or should reasonably have known, they had cause to complain.
- unless the person complaining referred the complaint to the business complained about or to this Service within that period and has written acknowledgement or some other record of the complaint having been received, or unless there are exceptional circumstances to explain the delay in complaining.

I think that Mr H has made two distinct complaints here – the first is about Nationwide incorrectly recording Mr H's address on their systems in 1999, and the second is about the ongoing impact and consequences of that for Mr H. Each complaint has its own separate time limits.

I'll deal with the first complaint about Nationwide incorrectly recording Mr H's address on their systems in 1999. That was done more than six years before Mr H first made his

complaint in September 2023. So he has complained too late under the six-year part of the time limit set above.

I've then gone on to consider whether Mr H complained within three years of when he knew, or should reasonably have known, of his cause for complaint. I've concluded that he didn't.

Nationwide have sent Mr H many letters over the years, and I've reviewed some of these letters. This includes a mortgage offer from 2003 when Mr H borrowed additional funds, a 2005 interest rate change letter, a 2013 payment information letter and the 2017 mortgage statement. All of these letters were addressed to Mr H at the address that Nationwide held on their systems but omitted 'B' from the flat – the letters only included the flat number.

I've considered when I think Mr H ought reasonably to have become aware that he had cause to complain to Nationwide about how they had his address showing on their systems.

Our investigator thought that the earliest Mr H ought to have been aware about how the address was recorded by Nationwide was when he received the interest rate change letter in 2005. But I think Mr H ought to have been aware when he applied for further borrowing with Nationwide in 2003. I've seen the mortgage application that was completed and even if I thought Mr H didn't see that, he was sent a mortgage offer showing Mr H's incorrect address. So I think that Mr H should reasonably have known at the time that there was an issue with his address. So the three-year part of the time limit rules doesn't give Mr H more time to complain.

I can set aside the time limits where there are exceptional circumstances to explain the delay in complaining. Mr H has argued that he wasn't aware of any of this until he contacted the Land Registry in June 2023. Mr H has said that no-one could've identified the issues at the Land Registry until he contacted them to start their investigation. Mr H has since become aware of the wider issues and how they have been impacting him, but this complaint is about the actions of Nationwide and the fact they had an incorrect address for him. I don't agree that he wouldn't have known from 2003 that the address Nationwide held on their systems was incorrect.

I have also carefully considered whether Mr H would've received these letters considering the address Nationwide held for him was incorrect. However, the address was only slightly incorrect. The flat number is still present, but the flat B is missing. Mr H doesn't live in a block of flats, he lives in a converted house which has three flats in it, ground floor, first floor and second floor. And more importantly, Mr H has never told Nationwide that he wasn't receiving his mail over all those years so overall, I'm not persuaded that Mr H never had sight of any letters that had shown an incorrect address.

For these reasons, I can't consider the first complaint about the error that Nationwide made regarding Mr H's address.

Turning now to the second complaint, I've carefully considered what Mr H has said about the ongoing impact of Nationwide's actions. I'm satisfied that his complaint isn't just about the incorrect recording of his address, but it's also about the ongoing impact of that and the problems it's caused for Mr H. I'm satisfied that I can consider this part of his complaint. Mr H has complained that the way Nationwide recorded his address created an unfair relationship between him and Nationwide. His complaint is broader than a complaint about a single specific event; it's about the ongoing impact and consequences of Nationwide's actions and Nationwide's failure to put right the unfairness that resulted, with the effect that the relationship between them remains unfair to this day.

The complaint that unfairness arose because of the way Nationwide recorded Mr H's address is not time-barred and I can consider. I can also consider Mr H's complaint about the customer service issues and lack of support in 2023 and 2024 and the letters which were sent to his incorrect address over the last six years.

I will now proceed to give my decision on the merits of the complaint.

What I've decided and why

I've considered the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'd firstly like to say that I'm sorry to hear about the issues that Mr H has been facing and I understand he has some health issues which have made things more difficult for him. I appreciate this has been a challenging time for him.

I've given careful consideration to all the submissions made by both parties, but I won't address each and every point that has been raised. I'll focus on the matters that I consider most relevant to how I've reached a fair outcome – in keeping with the informal nature of our service.

Having done all that, I don't think this complaint should be upheld. I realise this will be disappointing for Mr H. But I hope the reasons I have set out below will help him to understand why I have come to this conclusion.

Having considered everything provided by both parties, I agree with the outcome that has been reached by the investigator. I'll explain why.

The key facts about this complaint aren't in dispute. Nationwide have accepted they got things wrong. So, the only issue I have to decide is whether the things they have done to put things right, including the amount of compensation awarded to date, are fair and reasonable.

I've carefully considered everything Mr H has said about how he's been impacted as a result, and how he should be fairly compensated in the circumstances.

When making an award for compensation, I must decide what's fair and reasonable to both sides involved, giving careful consideration to all the circumstances of this case. I also think it's important to explain that, as a service, our awards are designed to compensate consumers - not punish organisations.

The impact caused by the incorrect address

Having looked at what has happened, there isn't any dispute here that Nationwide recorded Mr H's property address incorrectly in 1999. Both Nationwide and Mr H agree that this wasn't addressed as quickly as it should have been by Nationwide. It should really have been picked up when Mr H told Nationwide he thought there was an issue when he first contacted them in September 2023.

Mr H has made several arguments about how he has been impacted. Mr H has told us that he has had issues with third parties misusing his property address since 1989. He said that he's managed to obtain a letter from the solicitor which shows that in 1989 the flat below Mr H's one, changed to a different flat (flat B) which is the same as Mr H's – also flat B. He said it's now apparent that the owners of that flat have been using Mr H's address. Mr H said that later in 2023, a third party altered the title document for Mr H's property to a different flat number until the Land Registry amended this.

I have seen a copy of the letter from 1989, and it does show that a third party was attempting to change their flat number to that of Mr H's despite the schedule laid out in the freehold register which showed the flat as 'flat B'.

I can understand why Mr H is concerned about this, but I can only hold Nationwide responsible for events and actions that they have caused. It seems that the first attempted amendment to Mr H's property address happened in 1989 – before Mr H owned the property. This means that this happened before Nationwide recorded Mr H's address incorrectly. What this means is that third parties were attempting to use Mr H's address before Nationwide made the error so I can't hold Nationwide responsible for this. The same

can be said for any subsequent issues where third parties have been trying to amend property addresses. These issues aren't connected to Nationwide incorrectly recording the property address, so as I said, I can't hold them responsible for them.

The same applies to the dispute that other property owners are using Mr H's address as this isn't anything to do with Nationwide. Mr H purchased this property in 1999, so I'd expect a solicitor to check if there are any issues relating to the title deeds, like two leasehold titles sharing the same address. This isn't something that Nationwide would have been involved in or responsible for. I can't therefore conclude that these issues were impacted by Nationwide's error in how they keyed Mr H's address.

But Nationwide did make an error, so I need to think about whether they have done enough to put things right for Mr H. Mr H has said that he wants Nationwide to fund a legal team to ensure all legal and administrative corrections are made, including ensuring that his property is properly and permanently secured using the correct flat number. This isn't something that I can ask Nationwide to do. Nationwide's internal records – which show his address – aren't related to third party issues that Mr H has experienced so I hope that Mr H understands why I can't ask Nationwide to do as he has asked.

Mr H has said that his address has been showing incorrectly on his credit reference reports including a linked address and on the electoral roll. I can understand why this is worrying for Mr H but Nationwide isn't solely responsible for what shows on his credit report. I've looked at Mr H's credit report and can see that utility providers and a bank account provider have also been reporting an incorrect address to the credit reference agencies too. Nationwide's error in how they keyed Mr H's address wouldn't impact how other companies record their information so I can't hold them responsible for this. But I can hold them responsible for how they recorded Mr H's address. Nationwide must ensure that they report Mr H's correct address to the credit reference agencies which they have confirmed that they will.

Mr H has also made arguments that Nationwide's estimated value of his property online decreased when the property address was amended on their systems to the right one. It's therefore possible that Nationwide have been providing an inaccurate estimate of the value of Mr H's property over the years. Online estimates are only a guide and to obtain a true valuation of a given property, a valuation is usually conducted. I've thought about whether this had any impact on Mr H in terms of whether he has been penalised over the years, possibly with the interest rates he was able to obtain, but it doesn't appear that Mr H has changed his interest rate so I can't see that this has directly impacted him. And if Nationwide did have a higher valuation for his property, it may be that it would have worked in his favour, but like I said, I can't see this specific issue has had an impact on him.

Because of the issue with the address that Nationwide keyed, they have ultimately been writing to Mr H but omitting the 'B' from the flat number. As I said above, Mr H ought to have been aware of this and how Nationwide were reporting his address. I can't see that any impact has been caused to him because of this until he discovered the issues with the third parties – which didn't arise as a result of Nationwide's mistake.

Overall, I think Nationwide did make an error in 1999, but I don't think this created an unfair relationship with Mr H because it hasn't led to any detriment or impact to Mr H. I think the main issues that Mr H is concerned about aren't related to the error that Nationwide made. But I do think that Nationwide need to recognise the error they made and pay compensation to Mr H – which I will come on to below.

Customer service and support

In September 2023, Mr H contacted Nationwide and raised the issue with his address and Nationwide passed this over to their legal team to review. In late October, after the legal team reviewed everything, they didn't think there were any issues with Mr H's address at the Land Registry, but they did amend the address on their own systems as it was incorrect. Mr H wasn't happy with this because he wanted Nationwide's help in dealing with the wider

issues he was encountering. Nationwide took some time in dealing with this and in February 2024, they passed the matter to their complaints team to deal with. I agree that Nationwide acted unfairly at this point as it took too long for them to deal with this.

I think having looked at the correspondence between Nationwide and Mr H from September 2023 to April 2024, I think it took Nationwide some time to fully understand the situation. Once Nationwide established that their records were incorrect, they should have amended this promptly and contacted the credit reference agencies to do the same. They should have also managed Mr H's expectations in what they could and couldn't do in relation to the wider issues Mr H was having and explained to him that these were issues that were not related to them.

I've listened to a telephone call from April 2024 between an agent at Nationwide and Mr H and I think at this point, Nationwide did try to manage Mr H's expectations and even though Mr H disagreed, the agent did say that some of the issues Mr H was having was outside their remit. Other than dealing with this quicker and fully explaining to Mr H what they could do, I don't think Nationwide could've done anymore to support Mr H in the way that he wanted them to. I understand that Mr H wanted more help to deal with the wider issues, but Nationwide are a mortgage lender, and the wider issues are not their responsibility or anything that has directly been caused by them. Mr H may want to seek independent advice about the options available to him.

So, to conclude Nationwide should ensure their internal records are correct and ask the credit reference agencies they report to, to show Mr H's correct address too. Nationwide have already committed to doing this. Nationwide have acknowledged the error they made, and they paid Mr H £400 compensation to recognise this. I think having considered everything very carefully, I am satisfied that this amount is fair and reasonable in the circumstances of this complaint. Mr H has been worried about this for some time and since he first raised it with Nationwide, it took them some time to get to grips with it. This has caused Mr H stress and inconvenience.

My final decision

For the reasons given above, I direct Nationwide Building Society to:

- Pay Mr H £400 if not already done so
- Ensure they have Mr H's correct address on their systems
- Ensure that they report Mr H's address correctly to the credit reference agencies

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 June 2025.

Maria Drury
Ombudsman