

The complaint

Mr A complains Nationwide Building Society didn't make reasonable adjustments for him and gave him false and misleading information which caused him considerable distress and inconvenience. He complains that he's had no option other than to close his account causing additional distress and inconvenience.

What happened

Mr A opened an account with Nationwide and says he shared the fact that he had a disability and the impact it had on his daily living when he did so. He says he asked for all correspondence to be sent to him in large print and explained that he had mobility problems as well as visual difficulties.

Mr A says Nationwide gave him false and misleading information about a problem he was having with the contactless feature on his card as a result of which he says he had to go to an ATM on two separate occasions. He complained to Nationwide about this. He also complained to Nationwide about correspondence being sent to him in standard print rather than large print on five separate occasions. He said he had no option other than to close his account because of this causing him additional distress and inconvenience.

Nationwide looked into Mr A's complaints and accepted that it had made mistakes for which it offered £120 in compensation. Mr A said that a Court could award him unlimited compensation including compensation for financial losses and injury to feelings if he commenced proceedings. He didn't in the circumstances think that Nationwide's offer was reasonable. He said he would settle for £1,000 in compensation if Nationwide paid within 14 days. Nationwide didn't pay, nor did it increase its offer. Mr A complained to our service.

One of our investigators looked into Mr A's complaint and said that Nationwide had acknowledged it had made some mistakes, but that the compensation it had offered was fair and reasonable. Mr A didn't agree with our investigator and said that it looked like they had no experience of disability and how challenging and embarrassing it can be when the community doesn't respect your needs. He asked for his complaint to be escalated to an ombudsman. His complaint was passed to me as a result.

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.

Mr A complained to Nationwide about false and misleading information an agent gave to him and unadjusted correspondence. I'll take these in turn.

incorrect information

Nationwide has accepted that one of its agents gave incorrect information on a chat that happened on 3 December 2024. The agent in question told Mr A that he'd need to make a chip and PIN transaction to get the contactless feature on his card working and he could do this by using an ATM.

In this particular case, I'm not going to second guess Nationwide, but most ATMs do read the card's CHIP when a transaction is done and the PIN has to be input too. In other words, what the agent said makes sense to me. I do, however, think it's significant that the idea of using an ATM came from Mr A rather than the agent and that Mr A didn't mention the fact that he had mobility issues and hadn't shared this with Nationwide at that point when he made the suggestion. If going to an ATM was really difficult for Mr A, none of that makes a lot of sense. I can also see that there are at least three ATMs within a mile of Mr A's property. Nationwide apologised for what happened. I think, given everything I've said all of which suggests that there was minimal impact on Mr A, that this was fair.

unadjusted correspondence

Nationwide has accepted that it sent Mr A correspondence in standard print rather than large print on five separate occasions and that this was a mistake. Nationwide was right to do so. I say that because Mr A requested correspondence in large print on 6 December 2024, was told his needs would be logged but they weren't until 11 December 2024. That meant that three pieces of correspondence that should have been sent in large print were sent in standard print. All three pieces of correspondence were letters about Mr A's decision to close his account with Nationwide using the switch service and were automatically generated standard letters. Two were sent on 11 December 2024 and one was sent on 12 December 2024. Another two pieces of correspondence were sent in standard print rather than large print as a result of Mr A complaining about his contactless feature not working – an email on 10 December 2024 and an acknowledgement letter on 13 December 2024. Both pieces of correspondence were sent out manually. Nationwide offered to pay Mr A £120 in compensation for the impact these five items of unadjusted correspondence would have had. For the reasons I'm about to give, I agree that this was a fair offer.

what was the impact of the letters on Mr A?

I can see that Mr A switched to Nationwide on 27 November 2024 and switched away from them on 11 December 2024. In other words, I can see that he was a customer of Nationwide for approximately two weeks. A very short time. The first piece of unadjusted correspondence he received was an email dated 10 December 2024 the day before he switched away from Nationwide and over the next three days he received four more items of unadjusted correspondence three of which were automatically generated standard switch letters. He had, at that point, obviously already decided to leave Nationwide. Whilst I accept that receiving an unadjusted piece of correspondence after telling the business that you need adjustments to be made can be really frustrating and distressing, in this case given the very short period of time Mr A had been with Nationwide and given that he decided to switch

away from them the following day, I don't agree that this is the type of case where an award of £1,000 would be appropriate as I don't agree there has been a significant impact on Mr A. I can also understand why Nationwide didn't increase its offer when Mr A sent them a 14-day letter saying that he'd take them to Court unless they paid him £1,000.

In a case like this, we'd be more likely to make an award of between £100 and £300 – that's the type of award that might be fair where there have been repeated small errors resulting in an impact that lasts a few days, or even weeks, and causes either some distress, inconvenience or disappointment. In this particular case, I think the offer that Nationwide has made is fair and reasonable given that the evidence I've mentioned suggests that the mistakes – to which Nationwide has admitted – didn't cause anything more than minimal inconvenience and distress to Mr A for the reasons I've given.

Putting things right

As Nationwide hasn't paid Mr A the compensation it offered I'm going to require Nationwide to do so. That will allow Mr A to make that offer legally binding – by accepting this decision – should be chose to do so.

My final decision

My final decision is that the compensation that Nationwide Building Society has offered is fair and reasonable. I'm, therefore, going to require Nationwide Building Society to pay Mr A £120 in compensation in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 May 2025.

Nicolas Atkinson
Ombudsman