

The complaint

Mr B complains that Nationwide Building Society ('Nationwide') misused his personal information when he applied for a credit card with them online.

Mr B wants this error to be recognised, corrected, and for Nationwide to compensate him for his distress and inconvenience.

What happened

Mr B complained to Nationwide and subsequently to the Financial Ombudsman Service that Nationwide had signed him up to a service offered by a third party when he completed his online credit card application. Mr B said that he'd signed his credit card application electronically following the instructions, only for the electronic signature service provider ('D') to send him many unwanted emails.

Nationwide didn't uphold Mr B's complaint. Nationwide said Mr B had signed up for a free account with D, triggering D's marketing emails. Nationwide said Mr B wasn't required to have an account with D in order to sign his credit card agreement.

Our investigator received further information from Nationwide and D. He concluded that Mr B inadvertently signed up for a free trial with D, which had later been moved to a free account, and that Mr B would need to take this up with D. Our investigator didn't think Nationwide needed to take any action.

Mr B disagreed. He thought there was a cover up at play and categorically denied ever contacting or requesting an account with D. Mr B said he had no reason to require such an account. Mr B said he'd only used Nationwide's process, and Nationwide needed to show their online prompts. Mr B described the marketing emails from D as relentless and thought Nationwide should resolve this as this was very upsetting for him.

The matter came to me to decide. Before issuing my decision I obtained further information from Nationwide to evidence the prompts and instructions Mr B would have been shown when he signed his credit card application.

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've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

Following my investigation of this matter I have decided not to uphold Mr B's complaint, for broadly the same reasons as our investigator. I know this will be a disappointment to Mr B but I hope my independent review and findings, which I've set out below, offer him some reassurance that I don't think he's been treated unfairly by Nationwide here.

Having looked through the stages of Nationwide's process for online credit card applications I can see that there is an option to save a copy of the signed agreement. This appears as a pop up box.

At the top of the box it says *"Save a Copy of Your Document"* and beneath this it states *"Sign up for a FREE D account today and sign all your documents electronically."*

The box is pre-populated with the customer's email address and gives spaces to enter and confirm a password, and a drop down menu for the customer to select their country of residence.

The pop up box says *"by clicking the SUBMIT button below, you accept the Terms & Conditions and acknowledge that your data will be used as described in the D Privacy Policy."*

There was an option to click on the terms and privacy policy and then the customer could exit the box by clicking either 'submit' or 'no thanks'.

Mr B recalled setting a password as part of the process when signing his agreement. I think this is where Mr B inadvertently created a free account with D and accepted D's terms – to include how D would contact him.

Nationwide said they don't require customers to set up an account with D to sign their documents, and having looked into this matter I agree that an account with D was optional and Mr B would have received copies of his documents from Nationwide in any event.

I say this because Mr B was emailed a link to his documents with instructions, which said:

"4. Sign the Credit Card Agreement – you do this by clicking the sign button on the Credit Card Agreement and entering your signature. We capture your signature using electronic technology, which is provided by a trusted third party (D). The information will only be used by us and D to process and manage your Credit Card Agreement.

5. Click the 'Finish' button once you're done.

After you're finished, we'll send you another email with all of your important documents attached – including a copy of your signed Credit Card Agreement."

I acknowledge Mr B's strong belief that Nationwide have taken advantage of him, but I haven't found this to be the case here. Given my findings, I haven't got cause to uphold Mr B's complaint.

I recognise how upsetting this matter's been for Mr B and how intrusive he's found D's emails to be. I am sorry not to be able to help Mr B with this but I can't require Nationwide to arrange for these to stop, as this is outside of their control. I think Mr B will need to contact D himself to ask D to close his account.

My final decision

For the reasons I've outlined, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 July 2025.

Clare Burgess-Cade
Ombudsman