

The complaint

Mr F complains Nationwide Building Society take too long to take overdraft interest charges from his account. He is also unhappy that the branch compromised his account details when he visited the branch to discuss these concerns.

What happened

Mr F visited a Nationwide branch to talk about the overdraft interest charges applied to his account.

Mr F learned that the charges would be taken up to two months after they had been incurred and he expressed his concern about the length of time between the charges being incurred and the charges being taken from his account. Mr F said this could cause someone a significant amount of distress were they in financial difficulties, as if they had forgotten about the charge it would be a surprise and possibly cause them financial problems.

During the branch visit, at the counter, the staff member turned their screen around towards Mr F. Mr F said this was a significant security breach as anyone could have seen his account details which were showing on the screen.

Mr F raised his concerns with Nationwide.

Nationwide said the overdraft interest charges had been applied and taken in line with the terms of Mr F's account and that notification of when the charges would be taken was set out in Mr F's statements – so Nationwide didn't think they had done anything wrong. However, Nationwide did acknowledge that turning the screen around in branch with Mr F's account details showing was a failing on their part and they offered Mr F £50 to reflect this and they ensured feedback was given to their member of staff.

Our Investigator reviewed Mr F's concerns and found that Nationwide's handling of the overdraft interest charges had been carried out in line with the terms of Mr F's account and his statements supported this. The Investigator acknowledged Nationwide's failing in the branch, and considering what had happened they concluded Nationwide's offer of £50 was fair in the circumstances.

Mr F disagreed with the Investigator's findings, notably because he considered the exposure of his account information in the branch was significant. Mr F had sought £150 to recognise the inconvenience and upset caused to him by this, so he did not think £50 enough in the circumstances. To an extent, Mr F accepted this service could not change the way that Nationwide's overdraft interest charges were taken from customers' accounts, although Mr F felt strongly this process was potentially detrimental to customers in financial difficulty who may, due to the time for Nationwide to take a charge, would forget it was due and find themselves in a worse situation.

Mr F said Nationwide could pay him the £50 they had offered him – something he was disappointed they had not done already - and asked for his case to be reviewed by an Ombudsman.

The matter was then 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.

Above is only a summary of what's happened but I assure both parties I have reviewed all the available evidence and submissions, including Mr F's call with our Investigator. And while I may not respond to each individual point raised by either party, this is because I have concentrated on those parts of the case I consider relevant to achieving a fair and reasonable resolution for both parties.

I think it may also help to explain some of the limitations to my powers here in that I do not have the authority to interfere with a firm's processes, systems or controls and nor can I fine or punish a firm – these are considerations for the regulator, the Financial Conduct Authority (FCA).

With the above in mind, while I acknowledge the strength of feeling Mr F has about when Nationwide take payment for overdraft interest charges, this is simply not something I'm able to comment on or change.

I've reviewed the terms and conditions of the account together with Mr F's account statements, and I think Nationwide have adhered to the terms and conditions of Mr F's account. I've not set out the details of when charges were applied and taken here as they were set out in our Investigator's view, but I would say that having reviewed Mr F's statements it is apparent notification is given in the statements to say when a charge for overdraft interest will be taken.

So I think it's fair to say this information was available to Mr F and there was time for him, if necessary, to make arrangements for funds to be available for the charge 28 days from the date of the respective statement (as the notification in the statement set out).

In the circumstances, I've therefore not found anything to suggest Nationwide have done something wrong here.

I've next given careful consideration to Mr F's concerns about how his account information was exposed in the branch.

I understand how important people's data is to them given the potential consequences should their data be collected and used in a way that would be detrimental to them. So I recognise Mr F's strength of feeling on this point.

Mr F shared with this service that when he was in the branch he was at the counter (at one of the two customer windows) and that the staff member turned the screen towards him which was displaying his bank account details. Mr F said there was an elderly man next to him and another person behind him at the time. Mr F expressed his concern to the staff member about turning the screen and the staff member turned it back. Mr F's concerns were that if someone with a photographic memory had seen the screen they would have been able to get all his account details.

Nationwide's investigation involved contacting the branch where this happened. The branch's recollections are that Mr F spoke with their staff member at the counter and the screen was turned around towards Mr F. The branch agree Mr F expressed he was uncomfortable with the screen being turned around and so it was quickly turned back (the

branch estimated the screen was turned for less than a minute). In addition the branch said their computers have privacy screens (which I understand Mr F disputes) and that the screen was only able to turn halfway around.

In light of the recollections from both parties, while there are some differences, I think it's fair to say both parties accept that the staff member turned the screen around at the counter and that Mr F's account details were showing on the screen at the time. And that the screen was turned back around after Mr F expressed his concern.

As this service is a dispute resolution service, as I've explained above, I don't have the power to fine or punish a firm, and given the remit of this office, it's not possible for me to say whether a law has been breached as only a court can decide that.

What I can do, given Nationwide have accepted they should not have turned the screen around when they did, is consider the impact this had on Mr F.

It is fortunate there has been no financial loss to Mr F as a consequence of the screen being turned around with his account details on it - Mr F has not reported anything that has happened to his account as a direct result of these events. So I think it's fair to say there's no financial loss here for me to consider. And it may help at this point for me to explain I cannot make an award for something which may or may not happen.

This leaves me to consider the non-financial impact to Mr F – so the inconvenience and upset caused to him because the screen was turned around in the branch.

I realise Mr F feels £150 better reflects the impact this matter has had on him, notably in terms of the inconvenience he experienced in the branch on that day, particularly as he said he had other matters to attend to that same day.

When determining an award of this nature our service considers such things as the time taken to sort out a mistake, the impact to someone's health and whether there was anything an individual may have been able to do in order to reduce the impact of the firm's mistake.

In this case Mr F let the staff member know he was uncomfortable with what they had done by turning the screen around, and so it was quickly turned back. So I think it's fair to say Mr F's account details were not exposed for long, and given Mr F's description of the branch and who was there at the time it appears unlikely any of the other persons there were able to take down Mr F's account details.

I do not underestimate how unhappy Mr F is with what happened and I've carefully considered his points on how he says he was impacted, so my findings here are not to be dismissive of what Mr F has said, but I think in the circumstances the impact to Mr F was limited and contained. It appears Mr F's account details were not obtained by anyone else and the screen was quickly turned back around, therefore limiting the time Mr F's information was disclosed, and there has been no direct financial loss as a consequence of this for Mr F to have to sort out. So in the circumstances I think £50 is reasonable to reflect the inconvenience and upset to Mr F on this occasion.

Taking everything into account, I think Nationwide fairly applied the terms of Mr F's account when handling his overdraft interest charges and they let him know when the charges were to be taken. And for the reasons I've explained above, I think in the circumstances £50 is fair to recognise the distress and inconvenience the events in the branch caused Mr F.

Putting things right

Mr F has told us he has not yet received the offer of £50 from Nationwide, therefore, if they have not already done so, Nationwide Building Society should pay Mr F £50.

My final decision

For the reasons above, my final decision is that I don't uphold Mr F's complaint about when the overdraft interest charges were taken on his account, and I think Nationwide Building Society's offer in relation to what happened in the branch is fair in the circumstances. Nationwide Building Society should therefore put things right as I've described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 24 July 2025.

Kristina Mathews
Ombudsman