DRN-5679524

The complaint

Miss M complains Nationwide Building Society has caused her significant distress and harm as a result of errors it has made and the way it's handled her complaint.

What happened

Miss M attempted to open a flex account with Nationwide on 25 March 2024. She tried to do so in one of Nationwide's branches but couldn't because of a system error. She says she tried on two other occasions – once from home and once from university – and encountered the same system error. She says she missed out on a £100 payment under Nationwide's "Fairer Share" scheme, amongst other things, as a result. She complained.

Nationwide looked into Miss M's complaint and says it acknowledged there's been a system error that had prevented her from opening a flex account. Nationwide offered £75 in compensation which it subsequently increased to £100.

Miss M was unhappy with Nationwide's response for a number of reasons. She also said she wanted compensating for interest she'd lost out on as a result of not being able to open a flex account – something she needed to do before she'd be able to open a savings account with Nationwide.

Miss M says that Nationwide stopped communicating with her after she sent evidence proving her savings and has explained why she believes this was because of unconscious bias on Nationwide's part. She ended up complaining to us about a wide range of issues as she wasn't happy with Nationwide's responses.

One of our investigator's looked into Miss M's complaint and ultimately said that they thought the £100 Nationwide had offered was fair. Miss M disagreed and sent in detailed evidence and submissions explaining why. Miss M ultimately asked for her complaint to be referred to an ombudsman for a decision. In the course of doing so, she set out in detail questions she wanted answering. Her complaint was, as a result, passed to me.

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.

Miss M has shared with us the fact that she is dyslexic in addition to other information that has an impact on her on a day-to-day basis. She's also sent us extensive evidence and submissions. I can see that she wants answers to a lot of questions and that she wants us, for example, to say whether or not Nationwide's actions breach the Equality Act 2010 and / or specific FCA regulations or expectations. As our investigator has, however, already explained, we're a quick and informal dispute resolution service and it's not, for example, or role to say whether or not the Equality Act 2010 has been breached. That's the role of the Courts. That means I won't be answering each and every one of Miss M's concerns. I can, however, confirm that I've taken everything she's said into account.

In this case, I can see that Nationwide has accepted that an error at its end meant Miss M wasn't able to open the flex account she wanted to open when she visited one of its branches on 25 March 2024. That's unfortunate because I can see from her submissions that Miss M has said that the branch staff were very helpful and courteous up until that point. The same error meant that she wasn't able to open the flex account on two subsequent attempts. Indeed, I'm satisfied that it wasn't until January 2025 that Miss M finally opened a flex account.

In this case, I can see that Nationwide initially offered £75 in compensation and then increased this to £100. I can also see that it issued a final response and then continued talking to Miss M about her complaint. I can see why some of this may have been confusing for Miss M – who's complained that Nationwide never sent her what was clearly a final response or explained how it had decided the compensation amounts it had offered. We do, however, see cases where businesses carry on dealing with a customer after they've issued a final response, often in an attempt to have one more attempt to resolve a complaint. In this case, I'm satisfied that this was what Nationwide was attempting to do. I don't think it would be fair to say that Nationwide did something wrong given what it was trying to achieve. I can also see why it must have been confusing for Miss M when Nationwide – having decided to carry on talking to Miss M after issuing a final response – then stopped communicating with her after she'd sent in evidence of her savings. Miss M has explained why she believes this is evidence of unconscious bias on Nationwide's part, but in this case I'm satisfied there's a more innocent explanation. Specifically, I'm satisfied that Nationwide decided it wasn't helpful to carry on talking about Miss M's complaint – and in particular, her argument that she'd lost out on interest – because Miss M hadn't taken steps to open any savings accounts with Nationwide on which her interest claim in effect relied.

I can see from the submissions Miss M has sent in that she's familiar with our approach to compensation and awards. That approach is the same one we expect businesses to take. In the circumstances, I don't agree that Nationwide necessarily needed to expand on how it had calculated the compensation amounts it offered. Nationwide was right to acknowledge that there was an error on its part that meant Miss M wasn't able to open a flex account, but I don't agree that it needed to offer substantially more compensation.

Putting things right

Based on everything I've said, I agree with our investigator that the compensation Nationwide has offered is fair. I'm, therefore, going to require Nationwide to pay Miss M £100 so that she can make their offer legally binding – should she want to do so – by accepting this decision.

My final decision

Nationwide Building Society has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Nationwide Building Society should pay £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 5 August 2025.

Nicolas Atkinson
Ombudsman