

The complaint

Mr F is unhappy Nationwide Building Society (Nationwide) issued him with a warning that it would close his accounts if his behaviour didn't change.

This complaint stems from another issue Mr F was dealing with in relation to his home insurance. This decision doesn't address that issue and focuses only on the warning Mr F was given.

What happened

In August 2024 Mr F was in contact with Nationwide regarding some difficulties he'd be facing with a home insurance claim. During a call on 5 August 2024 Nationwide gave Mr F a warning about the excessive amounts of emails he'd been sending, explaining that if the behaviour continued, Nationwide would look to close his accounts.

Mr F was unhappy with the warning saying it came without a clear explanation. He's explained that it led to him suffering with sleepless nights and anxiety, to the extent where he couldn't face leaving the house. He was worried he and his family would be made homeless.

Mr F says he was called a complainer on a later call with Nationwide. He has explained he's banked with Nationwide for over eight years and has numerous products with them. His complaints average out at one per year and these have been upheld, justifying his need to complain. Nationwide actions have left him worried to raise any issues in the future.

Mr F feels the complaint handler was bias towards him and didn't take into account his mental health, of which Nationwide was aware.

Nationwide sent its final response explaining that it would not rescind its warning about closing Mr F's accounts, saying that the warning had been given due to the high volume of emails after it had already explained its position.

Mr F referred his complaint to our service. Our investigator didn't uphold the complaint. He was satisfied, having reviewed Nationwide's policy, that this had been followed correctly. He explained there were periods of time when Mr F's contact could be deemed as excessive and times when he made unreasonable demands. He said Nationwide was aware of Mr F's anxiety but deemed that given the situation, it was fair for the warning to be given.

Mr F disagreed, so the complaint has been referred 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.

I'm aware I've summarised the events in this complaint in less detail than Mr F, but I want to assure him I've considered everything both him and Nationwide have said and provided, before reaching my decision. I'm satisfied I don't need to comment on every individual

argument to be able to reach what I think it's the right outcome. Instead, I've focussed on what I think are the key issues. Our rules allow me to do this and reflect the informal nature of our service as a free alternative to the courts.

I will start by saying I'm very sorry to hear the impact the warning had on Mr F, and I don't take his struggles with anxiety lightly. But while I've taken this into account and I appreciate Mr F's strength of feeling on the matter, I'm satisfied Nationwide didn't make an error here. I'll explain why.

Given the nature of the warning Mr F was given, I've considered whether Nationwide followed its process correctly and whether it acted fairly and without bias, especially given Mr F's mental health.

Nationwide has provided the internal policy it relied on when issuing Mr F with a warning about his behaviour. I find this document to be commercially sensitive so I'm treating this information in confidence. This is a power afforded to me under the Dispute Resolution Rules (DISP), which form part of the Financial Conduct Authority's regulatory handbook.

DISP 3.5.9R states:

"The ombudsman may:

- (1) exclude evidence that would otherwise be admissible in a court or include evidence that would not be admissible in a court;
- (2) accept information in confidence (so that only an edited version, summary or description is disclosed to the other party) where he considers it appropriate;

This policy details how verbal and aggressive behaviour should be dealt with and includes behaviour such as continual unreasonable pressure and demands and repeat contact.

Having reviewed the contact from Mr F in the lead up to the warning he was given, I'm satisfied it was at times, excessive. Whilst I'm not suggesting Mr F emailed Nationwide multiple times a day every day, there are periods of time such as between 1 and 5 August 2024 where this does happen, either where he addresses Nationwide directly or copies in multiple members of its staff. These emails disregard the responses from the relevant people involved explaining his emails have been received and will be investigated. Mr F can also be seen making demands, such as requesting a response immediately or by close of business that day or the next.

Whilst I understand Mr F was very unhappy with how the situation involving his home insurance was being dealt with, this level of contact and unrealistic demands, can hinder a financial business in trying to resolve matters. Something Nationwide explained to Mr F at the time. With this in mind, I don't find Nationwide's warning to Mr F was unreasonable and it was backed up by its policy, rather than showing any bias from the member of staff involved.

Nationwide has explained it was aware Mr F suffered from anxiety prior to issuing the warning and I can see its policy does say vulnerabilities should be considered. I can appreciate the impact the warning had on Mr F. However, given the level of contact from him, I still believe the warning was reasonable. I would expect Nationwide to take steps to ensure the warning is clear and let the customer know how they can move forward, especially where someone suffers with their mental health. Having listened to the call where Mr F was given the warning, I'm satisfied the member of staff clearly explained the reason for it – that being the numerous amounts of complaints and emails he'd been sending regarding the home insurance issue and not giving people time to respond. They also explained what Mr F could now do to avoid having his accounts closed.

The member of staff listed the products the closure would impact, which was then confirmed in writing in the final response letter a couple of days later. So, whilst I understand Mr F was worried about losing his house, I've seen no indication Nationwide led him to believe his mortgage would be impacted. This all satisfies me that Nationwide treated Mr F fairly, despite his mental health condition.

I understand Mr F worries that his accounts will be closed if he complains in the future. I can see he was called a repeat complainer on one call with Nationwide, which I don't think was helpful in this situation. However, I've not seen anything else in the communication from Nationwide where they've said Mr F's accounts will be closed if he raises a new complaint. Instead, Nationwide has made it clear the issue was to do with the frequency of contact once a complaint is raised and not giving it time to respond. Nationwide mention this in both the call where the warning was given, and in its final response. Nationwide asked Mr F to allow it time to respond within the allotted timescales, which I find reasonable.

Overall, I'm satisfied Nationwide acted in line with its policy and was reasonable in issuing Mr F with a warning about his behaviour. I therefore won't be asking Nationwide to take any further action.

My final decision

My final decision is that I don't uphold Mr F's complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 16 February 2026.

Sarah Brimacombe
Ombudsman