

complaint

Mr and Mrs A complains an online transfer from his Nationwide Building Society ("Nationwide") account didn't go through using the card reader supplied by the society.

background

On 12 December 2018 Mr A wanted to transfer a sum of money online from the joint account he held with Mrs A. That transfer didn't go through online despite Mr A calling a Nationwide customer adviser on his third attempt to input details and verify the transfer. In the end Mr A ended up going into his local branch of Nationwide to make the transfer. Mr and Mrs A say they've suffered inconvenience as a result of this.

Mr and Mrs A think the transfer failed due to a faulty card reader. Nationwide say the online transfer failed as incorrect information was entered three times so the account was locked for 60 minutes and Mr A then made the transfer in the branch. So Nationwide didn't think there had been an error on their part and didn't uphold the complaint. In a later response to Mr and Mrs A's complaint that the logbook for the car purchased had been registered in Mrs A's name (which caused problems and delays with insurance and car tax as Mrs A didn't drive) Nationwide accepted there had been delays and that they'd fail to make a call back as promised. So they paid £75 compensation for this into Mr and Mrs A's account.

Mr and Mrs A brought the complaint to us as they were unhappy with Nationwide's response to the complaint about the failed online transfer, logbook registration and the way their complaint was handled.

Our investigator issued two views. In both he thought, on balance, that Mr and Mrs A's online transfer had failed as something was input incorrectly. He thought that whilst this had caused considerable inconvenience, from the evidence he'd seen, he didn't think Nationwide had made any errors.

Mr and Mrs A didn't agree. They requested copies of all the calls between themselves and Nationwide. And they sent us a letter from Nationwide which they said showed the society's card readers did come up with errors and information from the society's website which showed card readers did get faulty. So they thought Nationwide were lying when they said the card reader in this case wasn't faulty.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear that Mr and Mrs A have strong feelings about this complaint. They've has provided detailed submissions in support of their view which I can confirm I've read and considered in their entirety. However, I trust Mr and Mrs A will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn't to address every point raised, but to set out my conclusions and reasons for reaching them. The central issue here is that the transfer on 12 December 2018 wasn't made online as Mr and Mrs A had wished. Instead it was made later that day via a branch when Mr A attended in person.

I have sympathy for Mr and Mrs A and the position they found themselves in on the day and later when they found the logbook was registered in Mrs A's name. It's frustrating when a service doesn't work as you're expecting it to. But for the reasons I'll explain below I don't think that's due to anything Nationwide have done wrong. Where facts have been in dispute, incomplete or inconclusive and I can't know exactly what's happened, I've decided what's more likely to have happened, at the time, on a balance of probabilities

I can't *know* exactly what went wrong here. Neither the records from the bank or Mr A's testimony can *show me* what was keyed into the card reader. Mr A has described the pressurised circumstances in which he was trying to complete the transaction. He says he was on site working with a supplier waiting to deliver to him and that the seller of the car was waiting payment before transporting the car to Mr A on a service that was departing shortly. Mr A also told us on the third attempt to authorise the transfer his brother was logged into Mr and Mrs A's online account on a mobile phone completing the steps necessary there whilst Mr A himself operated the card reader and was on the phone to Nationwide for guidance. I don't doubt, as Mr and Mrs A suggest, that some card readers have or may develop faults. And I don't think the evidence from Nationwide is suggesting this never happens but rather that it's a very small proportion of card readers. The records from Nationwide show incorrect information was entered on multiple occasions. I don't think that necessarily means the reader was faulty - the information could've been incorrectly entered by a user. So, taking all of the above information into account, on balance, I think it's likely the online transfer failed as incorrect information was entered.

It's clear Mr and Mrs A wanted this transfer to go ahead online and within a short timeframe. They were purchasing a car and the seller was waiting to receive the money from them before transporting the car. I know the problems Mr A encountered were frustrating but, for the reasons I've given, I don't think it's fair to hold Nationwide responsible for the inconvenience he's incurred as a result of not being able to transfer the money online in time for the car to be transported to him by a particular service.

Nationwide did transfer the money on 12 December 2019 at the branch visit. But they had no control over how the recipient of the funds recorded the new owner's details on the logbook. So although I'm sorry to hear of the difficulties it caused Mr and Mrs A by having Mrs A as the first named on the account recorded as the registered keeper that's not something I can reasonably hold Nationwide responsible for.

Nationwide have accepted there were delays in dealing with the further queries raised by Mr A after the first response letter to this complaint was sent. And that they didn't return a call when they'd said they would. But in respect of these failings I think the compensation they have already paid to Mr and Mrs A's account is a reasonable response. So I don't require them to do anything further.

my final decision

My final decision is that Nationwide Building Society have made a reasonable offer to settle this dispute by paying £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 6 March 2020.

Annabel O'Sullivan
ombudsman