

complaint

Mr C complains that Nationwide Building Society (“Nationwide”) is responsible for a number of errors and failures both at the time and subsequent to opening his three accounts in January 2017.

background

I issued my provisional decision on 17 July 2017. A copy of my provisional decision is attached and forms part of this final decision.

My provisional decision sets out the background to this complaint and explains that, based on the evidence available, I was minded not to uphold this complaint. This was a change in outcome to that recommended by our investigator.

I gave both parties until 17 August 2017 to respond. Both Nationwide and Mr C responded before this date.

In its response, Nationwide said it didn't have anything further to add.

Mr C disagreed with the change in outcome. He said, in summary, that:

- in reaching my provisional findings I inappropriately referred to his complaint about Nationwide incorrectly recording his date of birth and paying him £50 compensation in respect of this – he doesn't think this is relevant with regard to his complaint that Nationwide failed to supply him with a card reader;
- the content of my provisional decision is fabricated and my findings are biased in favour of Nationwide; and
- he's unhappy with how his complaint was investigated by this service

my findings

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

I will deal with the points made by Mr C in response to my provisional decision.

When Mr C contacted us he said Nationwide was responsible for a number of failures including inaccurate data entry relating to his identity (date of birth). It was for this reason that I included reference in my provisional decision about Nationwide's error in recording Mr C's date of birth and that it had paid him £50 compensation in respect of this. So I don't think it was inappropriate for me to include reference to this element of Mr C's complaint – along with the other points he had made – in my provisional decision.

Mr C says the content in my provisional decision is fabricated and my findings are biased in favour of Nationwide. I'm sorry that Mr C thinks this. I want to assure Mr C that I've considered everything he's told us. My job is to come to what I think is a fair and reasonable outcome based on the evidence available to me, taking account of the relevant laws, rules and industry practice. Where evidence is missing or conflicting, I'll look at what's available and the surrounding circumstances – to decide what I think is most likely to have happened.

As explained in my provisional decision, based on what I've seen, there's insufficient evidence that makes me think Mr C asked to be registered for online banking or that Nationwide promised to post him a card reader.

Mr C hasn't provided any new comments or evidence that persuades me to change the findings set out in my provisional decision.

So I don't think it would be fair or reasonable in these circumstances for me to require Nationwide to pay compensation to Mr C (in addition to the £50 compensation he received in respect of the error in recording his date of birth) – or to take any further action in response to this complaint.

my final decision

For the reasons set out above, my decision is that I do not uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 October 2017.

Clint Penfold
ombudsman

Copy of Provisional Decision issued on 17 July 2017

complaint

Mr C complains that Nationwide Building Society ("Nationwide") is responsible for a number of errors and failures both at the time and subsequent to opening his three accounts in January 2017.

background

Mr C was interested in switching his banking to Nationwide. On 6 January 2017 he visited a branch of Nationwide and completed applications for a FlexPlus account, a Select Credit Card account and a Flex Regular account. The accounts were opened on 10 January 2017. According to Nationwide's records, Mr C didn't register for online banking at that time.

Nationwide made an error when it recorded an incorrect date of birth for Mr C. On 18 January 2017, it updated its records to show Mr C's correct date of birth. He complained to Nationwide about this error. Nationwide apologised to Mr C and credited £50 compensation to his FlexPlus account.

Mr C emailed Nationwide on 20 February and 8 March 2017 to complain about its failure to send him credit card statements and a card reader to enable him to bank online. He complained that, at the time the accounts were opened, Nationwide said a card reader would be posted to him.

In its response, Nationwide explained that a credit card statement had not yet been sent (at that time) because Mr C's account cycles end on the 10th of each month. And because no transactions were recorded until 16 February 2017, a statement would not be issued until 10 March 2017. Nationwide also said that Mr C wasn't registered for online banking when the accounts were set up – so he wasn't provided a card reader. Nationwide told Mr C that if he wants a card reader then he must register for online banking either online or in branch.

Mr C didn't accept Nationwide's response. He referred this complaint to us. He said Nationwide is responsible for a number of errors and failures that could be described as follows:

- failure to provide a card reader to enable him to bank online
- inaccurate data entry relating to his identity;
- delayed responses to his email messages;
- failure to respond to his question raised on Nationwide's Twitter feed;
- failure to carry out sufficient security checks whenever he phoned Nationwide;
- inappropriate behaviour and conduct from Nationwide staff;
- poor level of customer service; and
- inadequate investigation into his complaint

To put things right, Mr C wants Nationwide to apologise for these errors and to pay him compensation for the unnecessary stress he's suffered.

Our investigator concluded that Nationwide hadn't acted unfairly. She explained to Mr C that:

- there wasn't any evidence he had registered for online banking or that Nationwide told him it would post him a card reader - she suggested to Mr C that if he wants a card reader then he must register for online banking either online or in branch;
- Nationwide doesn't have any notes or recordings of the phone calls between Mr C and its staff member who had investigated his complaint – so she couldn't comment on what was discussed during those phone calls; and
- there wasn't any evidence Nationwide had failed to follow its own complaints investigation process when handling his complaint or that it had failed to meet its own service level standards

For these reasons, our investigator didn't uphold this complaint. So she didn't ask Nationwide to take any further action.

Mr C didn't accept our investigator's opinion. He said that she hadn't taken into account all of his concerns. Mr C was adamant that at the time he opened the accounts, Nationwide said a card reader would be posted to him. He requested this complaint be referred to an ombudsman so that a final decision can be made.

Our investigator obtained more information from Nationwide. It confirmed that it had posted credit card statements for March and April 2017 to Mr C. And it re-confirmed that there were no notes or recordings of phone calls between Mr C and the staff member who had investigated his complaint. Nationwide also obtained a statement from the staff member who had dealt with Mr C in branch when setting up the accounts in January 2017 – but he couldn't remember if Mr C had asked to be registered for online banking.

This additional information resulted in our investigator changing her opinion. She told Nationwide that Mr C has been consistent about his recollection of events when setting up the accounts compared to

the staff member. And, on balance, she concluded that Mr C had asked to be registered for online banking and that he was promised a card reader. So she upheld this complaint. To put things right, she asked Nationwide to send Mr C a card reader and to pay him £100 compensation for the trouble and upset the matter had caused him.

Nationwide didn't accept our investigator's opinion. It obtained a further statement from the staff member who had dealt with Mr C in branch. And he repeated that he couldn't be certain whether or not Mr C had asked to be registered for online banking.

But the staff member did explain that he's been in the role for over two years and that when setting up an account, he talks about the features of online banking, how it works and the benefits including the card reader. All customers are then asked if they wish to register for online banking. If the answer is 'yes' then the registration is completed and a card reader is provided. If the answer is 'no' then there's no further discussion about online banking or the card reader. Nationwide said that Mr C didn't request online banking at the time his accounts were opened. So he wasn't provided a card reader. Nationwide repeated previous statements that for Mr C to obtain a card reader he must register for online banking either online or in branch.

Our investigator considered Nationwide's additional comments but she didn't change her mind. Nationwide requested this complaint be referred to an ombudsman so that a final decision can be made.

my provisional findings

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

Mr C complains that Nationwide is responsible for a number of errors and failures both at the time and subsequent to opening his three accounts in January 2017.

It's not in dispute that Nationwide made an error when it incorrectly recorded Mr C's date of birth. Nationwide rectified this error, apologised and paid £50 compensation to Mr C. I think this is a fair outcome, so I don't think Nationwide should take any further action in respect of this error.

One of the main issues raised by Mr C concerns the failure of Nationwide to provide a card reader to enable him to manage his money online.

Nationwide says that a card reader will only be provided to a customer when they've registered for online banking – either at the time of opening an account or subsequently. And its records show that at the time Mr C's accounts were set up – in January 2017 – he didn't ask to be registered for online banking and hasn't done so since. So a card reader hasn't been provided to Mr C.

But Mr C is adamant that at the time he opened the accounts, Nationwide said a card reader would be posted to him. The staff member who dealt with Mr C in branch when setting up the accounts in January 2017 says he can't be certain whether or not Mr C asked to be registered for online banking. I wasn't present during discussions between Nationwide's staff member and Mr C. So it's not clear to me exactly what was discussed and agreed.

Where the evidence is unclear or conflicts, I'll look at what's available and the surrounding circumstances – to decide what I think is most likely to have happened.

Other than Nationwide's records which show Mr C didn't register for online banking when he opened the accounts, the only other evidence is the verbal recollections provided by the staff member and Mr C. We assess the facts on the balance of probabilities. Because of the uncertainty in the staff member's recollection of events compared to Mr C's consistency, our investigator concluded it was

more likely than not that Mr C had asked to be registered for online banking and that he was promised a card reader.

But it seems to me that it could just as likely be that Mr C didn't ask to be registered for online banking (and promised a card reader), bearing in mind Nationwide's records confirm he didn't register for it. I don't think Nationwide should be found at fault simply because its staff member can't remember the detail of the conversation with Mr C when setting up the accounts. I don't find it surprising the staff member can't recall the detail bearing in mind he provided his statements some three months after the initial meeting Mr C. And it's very likely that during the intervening period he had many other conversations with other customers.

However, the staff member did confirm the process he follows with each customer when setting up an account. And having considered this process and that the staff member has been in the role for over two years, I think it more likely than not that he would have followed the same process and described the features of online banking with Mr C – including the provision of a card reader – and then asked Mr C if he wanted to register for online banking. The evidence shows that Mr C didn't register for online banking at the time the accounts were opened. On balance, I think it unlikely the staff member would have recorded that Mr C didn't want to register for online banking but then promised to post him a card reader. This doesn't seem plausible to me.

So I don't agree with the conclusion reached by our investigator that Mr C had asked to be registered for online banking and that he was promised a card reader. I understand Mr C will be disappointed by this change in outcome. But I have to reach a decision based on the evidence available to me. And the evidence doesn't convince me that Mr C asked to be registered for online banking or that Nationwide promised to post him a card reader.

Mr C says that because he doesn't have a card reader he's not able to use his Nationwide accounts as he intended. And that this has caused him unnecessary stress. The evidence shows that over the past few months Mr C has been told by Nationwide and us on a number of occasions that he can only obtain a card reader if he registers for online banking. And he can only do that online or in branch. I don't think there are any reasons for me to ask Nationwide to depart from its usual process and provide Mr C a card reader when there's no evidence he's ever registered for online banking or that he's agreed to the terms and conditions of the service.

With regard to the other issues raised by Mr C, there is – in my opinion – insufficient evidence that Nationwide has made any other errors or treated Mr C unfairly such that I should award him compensation. So currently I don't consider it would be fair or reasonable in these circumstances for me to require Nationwide to pay additional compensation to Mr C – or to take any further action in response to this complaint.

my provisional decision

For the reasons set out above, I don't currently intend to uphold Mr C's complaint against Nationwide Building Society.

I will give the parties until 17 August 2017 to provide any further comments or evidence, after which time I will make a final decision.

Clint Penfold
ombudsman

