

complaint

Mr S complained about conflicting information which Nationwide Building Society gave him. This related to his credit card, and an anti-fraud marker (CIFAS) which had been recorded.

background

In 2014, Nationwide put a CIFAS marker on Mr S's credit file. This related to an application for an account which Nationwide had declined. Mr S complained to Nationwide at that time. Nationwide's final response said that it wouldn't remove the CIFAS marker. But it removed a credit search, and paid Mr S £100 compensation because it had given him incorrect information and sent a previous compensation cheque to the wrong address. Mr S accepted this settlement of his complaint.

In early 2018, Mr S applied for a Nationwide credit card. He received the card and PIN in the post. But it didn't appear on his online banking, so Mr S rang Nationwide several times to ask why. And he tried to use the card, but couldn't. When Mr S spoke to Nationwide's credit card department, he was told the card had been cancelled on the same day it had been opened. He complained.

Nationwide's final response said that its application vetting team had picked up inconsistent information, which was why the new account had been closed. It said that if Mr S sent evidence about his employment and earnings, it would reassess his application, though it couldn't guarantee acceptance. Mr S had also complained because he hadn't had a call back within three days as promised, which Nationwide said was because of adverse weather when staff hadn't been able to get to work.

Nationwide paid Mr S £150 as compensation for the time he'd spent dealing with the matter, and the fact he hadn't been rung back as promised. It also said it would remove a credit search it had made.

Mr S wasn't satisfied. He said an insurance company had told him it would only accept a lump sum, not monthly payments, because of the CIFAS marker. And he said another financial institution had closed his account.

Nationwide replied that it had had to report potentially fraudulent account activity to CIFAS, and it couldn't remove this. It pointed out that its CIFAS marker might not be the only information recorded against Mr S. And it said that it had removed a credit search as a gesture of goodwill, when it hadn't had to do so.

Mr S wasn't satisfied and complained to this service. He was unhappy about the times when he'd rung about his credit card application and Nationwide had given him the wrong information about the card activation. He said Nationwide's £150 compensation was just for this wrong information. He also complained that he hadn't been able to have finance for his insurance premium, because of the CIFAS marker. And he said another financial organisation had closed his account because of the marker.

The investigator didn't uphold Mr S's complaint. He said he understood Mr S had accepted £150 for the wrong information. He agreed that this settlement was in line with what this service would have expected for the issue.

But the investigator also looked back at the 2014 complaint outcome, and saw there hadn't been any promise to remove the CIFAS marker. Nationwide's 2014 complaint outcome letter

accepted that an adviser had wrongly told Mr S that removing the credit search would automatically remove the CIFAS marker. The letter had told Mr S this hadn't been correct. And Nationwide had paid him £100 compensation for having said the CIFAS marker would be removed when it wouldn't. The investigator pointed out that Mr S had accepted the outcome of his 2014 complaint and it was now too late to bring that to our service.

The investigator also noted that Nationwide had caused further confusion by telling Mr S it had reported him to CIFAS for his 2018 application – when it hadn't. But the investigator said Mr S hadn't had any disadvantage from this, so there wouldn't be any more compensation.

Mr S wasn't satisfied. He said he'd continued to speak to Nationwide, and the case handler had offered him more compensation. And he said Nationwide was putting his points into a new complaint. He said he should be compensated £50 to £100 more for issues after the final response. He said that Nationwide had told him it wouldn't register a CIFAS marker for something like an incorrect address or employment details, as Nationwide wouldn't consider that serious.

The investigator got in touch with Nationwide. Nationwide said it wasn't putting together a new complaint. And it said it hadn't offered Mr S more compensation. It sent this service its internal notes from March which gave more detail about conversations with Mr S, after Nationwide's final response letter. One of the things which Mr S had raised with Nationwide for the first time on 22 March was that he had health issues. Mr S hadn't told us about any health issues, but when he spoke to the investigator's manager in mid-May, he'd said he had health issues so he didn't need to be worrying about whether the problems were going to be sorted out or not.

my findings

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

First, I'll set out what I can and can't look at. I can't consider Mr S's 2014 complaint. Mr S accepted Nationwide's final response in March 2014 with its payment of £100. That complaint confirmed that Nationwide wouldn't remove the CIFAS marker recorded against Mr S. That complaint was closed and it's not something I can consider as an add-on to Mr S's 2018 complaint about Nationwide.

What I have looked at is the events of 2018. There was confusion about Mr S's credit card application, and he was told his application was proceeding when it wasn't. Nationwide has said this was because its Direct team and New Account Opening teams don't have access to the Credit Card account systems. But whatever the reason, Mr S was told his application was proceeding when in fact it had been stopped by the application vetting team. So I consider Nationwide was right to pay Mr S compensation for this. It paid him £150, which I find was fair and reasonable.

Mr S has also said that an insurance company wouldn't let him pay monthly, and a bank closed his account. He says this was because of the CIFAS marker Nationwide put on his records. But Nationwide didn't put a CIFAS marker on his account in 2018, but in 2014. And as I've explained, I can't look at that historic complaint. And in any case, Mr S would have had to prove any difficulties were the result only of Nationwide's marker, and not anything any other financial organisation had recorded about him. So I find that what Mr S has said about the insurance company, and the other bank closing his account, doesn't mean he should have more compensation.

Mr S has argued that the £150 compensation was paid for Nationwide's communication mistakes up to the date of the final response in mid-March 2018. He says Nationwide should pay more for the conversations he's had since. And he's argued that Nationwide verbally promised him more compensation.

I agree that the £150 was paid by Nationwide for issues up to the date of its final response. So I've looked at whether Nationwide did anything wrong after that date – and whether it should pay Mr S any more.

There's a difference in the evidence from Mr S and from Nationwide, about what happened after the final response. I've set out these differences above. Where evidence conflicts, I make my decision on what I consider is more likely to have happened, taking into account all the circumstances. And I consider that it's unlikely that Nationwide would have offered Mr S more compensation while a complaint was being considered by our investigator. That's not how things usually work.

I have also seen the bank's detailed notes about the contact with Mr S. Among other things, these record that Mr S told the call handler he'd been promised that the 2014 CIFAS marker would be removed – but that Nationwide could find no evidence that any of its staff had ever said this. I have read the notes carefully but I do not find any evidence to show that Nationwide made any further mistakes after the initial problems with Mr S's credit card application in early 2018. So I don't consider there are any other matters, after the final response, for which Nationwide should pay compensation.

I note that Mr S has said he has health issues, although he hasn't told us much about his problems. I'm sorry to hear about what he has told us, and I can understand why dealing with day to day banking issues may be more difficult for him. It's not clear when Mr S first made Nationwide aware of his health problems. But ultimately this doesn't affect the outcome of his complaint.

my final decision

My final decision is that I do not uphold this complaint. I consider that the £150 compensation which Nationwide has already paid Mr S was fair and reasonable for the inaccurate information about his credit card application. I do not find that any further compensation should be paid. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 July 2018.

Belinda Knight
ombudsman