

## **complaint**

Mr J feels that Nationwide Building Society ("NBS" for short) has treated him unfairly by closing his account due to it seeing a marker about him on his Cifas file.

## **background**

Mr J had a bank account with NBS. Another business placed a marker on Mr J's Cifas file. (Mr J's complaint about this other business is being dealt with separately by this Service). As a result of this Cifas marker NBS decided to close Mr J's account.

Mr J was unhappy with this and complained to NBS. NBS investigated and decided it hadn't done anything wrong. So Mr J brought his complaint here and the adjudicator did not uphold it. Mr J didn't agree so his complaint has been passed to me.

## **my findings**

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

Mr J feels very strongly about this issue. He is adamant that his account should never have been closed. He thinks NBS should have told him why the marker was placed on his account. He feels it was unfair that he had to take identification into branches to make withdrawals. He wants NBS to pay the charges he incurred due to direct debits being cancelled. He feels that the money NBS paid him in relation to these issues falls a long way short of what he thinks is fair.

It's important to remember that in a complaint about NBS the only thing in question is whether NBS has done what it should have done. What isn't in question here is whether the marker should have put in place or later removed as these actions were done by a separate business and being dealt with separately.

Having considered everything on balance I'm sorry to say that I don't uphold Mr J's complaint for the following reasons.

NBS is entitled to rely on the records Cifas hold. Businesses are obliged to record matters of fact on Cifas and as a consequence NBS was entitled to take action solely based on what Cifas said.

NBS aren't obliged to describe to Mr J (or any consumers) what Cifas says as this can be retrieved from Cifas itself (which Mr J did). I appreciate that this must be galling for Mr J as the record that was logged on Cifas has since been removed. But the correctness of the logging and the removal isn't the responsibility of NBS.

Clearly having a marker on Cifas is a serious matter as Mr J has discovered. And considering what Cifas records show I don't think it unreasonable for NBS to take heightened measures such as requiring identification for transactions. So I don't think Mr J has been treated unfairly by this.

NBS contacted Mr J when it decided to close his account. Mr J has pointed to charges imposed upon him by other firms in relation to payments and premiums from his NBS account. But I can see that these charges were notified to him and asked him to deal with it.

So in relation to those charges not only had he been in contact with NBS on a number of occasions prior to this-he still had opportunity to do something about it. So I don't think NBS should be responsible for these charges as it had provided notice of the changes to his account, I can see there was discussions between Mr J and NBS on a number of occasions, the other parties informed him of outstanding payments and Mr J had sufficient time to do something about those charges before they were applied.

And I can see that although there was some inconsistent information provided to him on calls with NBS those were either clarified on the call or on subsequent calls (which were all close together in terms of what's happened here) so I don't think NBS has anything left to remedy here.

Overall it must also be remembered that NBS is entitled to have relationships with whomever it wishes and that the agreement between it and its consumers allows it to terminate the relationship or amend the relationship in certain circumstances.

It's clear now that the marker on his Cifas file has since been removed and there is no record of such an adverse marker having been on his record. However that doesn't mean it wasn't there for some period of time. And I'm satisfied that it was there for a period of time and NBS relied on the marker when it was there.

But as I've said I don't think it did anything wrong in relying on it when it was there. And ultimately it's the other business that put on the marker and then removed it which is responsible for the consequences of these actions-not NBS.

And I can see Mr J is disappointed with what Cifas did. But that isn't something I can deal with here-that is a complaint Mr J has to make to Cifas.

I also appreciate that his NBS sole account was one he used significantly and what has happened was disruptive to him significantly. But this doesn't change the fact that everything stems from the marker being placed and then removed by another firm-and so I don't think NBS has treated Mr J unfairly throughout.

I appreciate Mr J will be very disappointed with this decision. However he is only bound by it if he chooses to accept it. If he doesn't accept it he is entitled to pursue the matter through whichever avenue he chooses including complaining about the other business. However this decision brings to an end this service's involvement in this dispute between Mr J and NBS.

### **My final decision**

For the reasons I have explained my final decision is that I do not uphold this complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr J to let me know whether he accepts or rejects my decision before 1 April 2019.

Rod Glyn-Thomas  
**ombudsman**