

## **complaint**

Mr M complains that Nationwide Building Society didn't tell him about a debt it says he owed.

## **background**

Mr M says he and his wife separated in 2007, and he told Nationwide about this. He says he wrote to Nationwide with his new address, and asked it to freeze his joint account. In 2016 Mr M says he became aware that Nationwide had sold a debt to a company, relating to the joint account.

Mr M complained to Nationwide and it said it didn't have records going back that far. Mr M complained to us and following our involvement Nationwide agreed to write off the debt of about £500 and offered compensation of £50. Our adjudicator thought that offer fair and reasonable.

Mr M doesn't accept that view and disputes that there ever was a debt. He says Nationwide's actions are dishonest and it's trying to discredit him. He thought he should be given £1,000 compensation. But now says he wouldn't accept that amount as the whole incident has brought back painful memories of his separation.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've come to the same overall conclusions as the adjudicator for the same reasons. I realise Mr M will be disappointed by my decision.

I've looked through the copies of letters Mr M sent to Nationwide and the response he received when he separated from his wife. I'm satisfied Mr M told Nationwide that the account should be frozen and that he had a new address due to his separation. I don't think Nationwide updated its records, and I think on balance a debt build up which Mr M wouldn't have known about.

I appreciate Mr M says there never was a debt, but I can't be sure that was the case. I also think it possible that Mr M's former wife may have continued to use the account. I make it clear to the parties that I would've upheld Mr M's complaint about the debt. I think he did everything he could to tell Nationwide what was going on and I'm satisfied he didn't know about the debt until 2016. So I would've ordered Nationwide to write off the debt if it hadn't already of done so.

I think Nationwide has now acted fairly by agreeing to write off the debt, update Mr M's credit file and offer compensation. I think the compensation offer is fair and reasonable as I think the impact of Nationwide's mistake was relatively limited. Mr M accepts he didn't know about the debt until 2016, and whilst I sympathise with his position, I can't fairly order Nationwide to pay compensation in the amount Mr M would like.

I appreciate Mr M has questions about where the money in his account went, and believes it may have been stolen. Those are not matters I can decide upon, and no doubt Mr M will seek advice from his solicitor as he has said he will.

I understand why Mr M may not wish to accept Nationwide's offer of compensation and will leave it to him to decide.

**my final decision**

My final decision is that I uphold this complaint but think Nationwide Building Society has made a fair offer to settle matters. Mr M's acceptance of the compensation would be in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 July 2017.

David Singh  
**ombudsman**