

## **complaint**

Mrs K's complaint about Nationwide Building Society (Nationwide) concerns its treatment of her when she tried twice to open an account.

## **background**

Mrs K is represented in this complaint by her son, Mr K. For ease of reference, I'll refer to Mrs K throughout.

In October 2018, Mrs K applied for a Nationwide account online. Due to an error, the application wasn't processed, although a credit check was carried out.

In trying to sort this out, Mrs K then visited a Nationwide branch. But it couldn't help her as her application hadn't been processed. So she was asked to submit a new one.

In February 2019, she made a second application. But this was declined due to Nationwide's concerns over Mrs K being impersonated. Another credit check was carried out, and a CIFAS (fraud marking agency) marker was added against Mrs K's name.

Mrs K was very unhappy with all of this. She'd tried twice to open an account, and felt she was being discriminated against. She said she was disabled and found it difficult to get to branch, and that Nationwide hadn't treated her fairly.

She wanted the CIFAS marker removed, and compensation paid.

Nationwide offered £50 compensation for its poor handling of the matter, and removed the first credit search.

Mrs K didn't think this was enough, so brought her complaint to our service.

Our Investigator looked into matters, obtaining further information from both parties, and concluded that Nationwide hadn't acted unfairly in declining to open Mrs K's account, and logging the CIFAS marker, but that it had made some mistakes and hadn't provided the correct level of customer service. So he thought it should pay an additional £50.

Following this view, Mrs K told us that one of the letters Nationwide had issued was to her correct name, but not her address. She was concerned that this was another mistake and a security breach.

Nationwide acknowledged its further error, and admitted that that letter had been intended for another customer. It agreed to increase the overall compensation figure to £200.

Mrs K didn't accept this, so the complaint's come to me for a final decision.

## **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 think our Investigator was right to uphold the complaint in respect of Nationwide's poor service, and that compensation be paid for that. And I think the £200 currently offered is fair.

I don't think we can uphold the complaint that an account wasn't successfully opened for Mrs K, or that a CIFAS marker was applied.

I appreciate my decision may be a disappointment to Mrs K, and I'd like to explain why I've reached it, and believe it to be fair to both parties.

First, I'm conscious that I've summarised this complaint in less detail than the parties, and in my own words. I'm not going to respond to each individual point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the *key* issues here.

Our rules allow me to do this, and it reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. Rather, it's because I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Mrs K's first account application wasn't progressed properly. This was Nationwide's error, which it's admitted. It's offered £50 for this, and has removed the relevant credit search. I think this resolves this part of the complaint.

Mrs K's second application was processed and declined. But Mrs K wasn't properly notified of this. I agree that Nationwide was entitled to make this decision, and to load the CIFAS marker, but it should have communicated more clearly with Mrs K. It's offered £50 for this, which I think is enough. I'm not going to ask it to remove the CIFAS marker, or change its decision not to open the account. This is because I think on the information and concerns it held at the time, this wasn't unreasonable action to take. And since then Mrs K's been invited to send in further identification to resolve matters, but hasn't done so.

Mrs K's unhappy that a letter was sent to her at an incorrect address. Nationwide accepts this was due to human error, and shouldn't have happened. It's agreed to pay £100 compensation for this.

Overall, Nationwide's offering £200 to resolve Mrs K's complaint, which I think is fair. I'm not going to ask it to do anything else.

### **my final decision**

My final decision is that I uphold this complaint in part, to the extent explained in this decision. And to resolve matters I'm asking Nationwide Building Society plc to pay the £200 suggested settlement to Mrs K.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 1 June 2020.

Ashley L B More  
**ombudsman**