

complaint

Ms C complains she lost money through the actions of Nationwide Building Society. Ms C would like Nationwide to pay substantially more compensation than it has offered to date.

background

Nationwide agrees that it didn't close Ms C's bank account in 2011. In early 2014 Nationwide paid Ms C compensation and agreed to remove any adverse credit entries that it had registered as a result of the account becoming overdrawn.

In June 2014, Ms C's mortgage application was delayed because of a problem with her credit file. Ms C says Nationwide hadn't amended her credit file as agreed. Ms C complained and Nationwide sent another request to amend her file. It offered to pay £200 compensation.

Ms C doesn't consider this offer adequately reflects the substantial loss she has suffered. Due to the delay in securing a mortgage, Ms C's vendor pulled out of the sale. This meant Ms C lost various associated fees, as well as rental income and capital growth.

Our adjudicator didn't recommend that Ms C's complaint should be upheld. She said she could only consider Ms C's complaint about Nationwide not updating her credit file and not the bank's earlier conduct. She said that as Ms C was able to continue with her mortgage application after she complained in June 2014, Nationwide wasn't responsible for the lost fees and costs. And she thought the vendor might've decided to sell to the other buyer even if Ms C's mortgage application hadn't been delayed.

Our adjudicator considered the bank's offer to pay £200 was fair and reasonable. She was satisfied Nationwide did ask for Ms C's credit file to be updated in early 2014.

Ms C is unhappy with our adjudicator's conclusion. She says her earlier complaint concerning the failure to close her account wasn't resolved as the bank didn't remove the adverse entries until mid-June 2014. Ms C says the vendor pulled out of the sale because he didn't believe she was going through with the purchase. Ms C explains she has been caused embarrassment and lost a considerable amount of money in brokers, legal and surveyor fees.

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 appreciate that Ms C considers there is a long history of poor customer service from Nationwide. But as our adjudicator has already explained, I can only consider Ms C's complaint that Nationwide didn't update her credit file. I've explained why below.

The rules that we must follow by law say we can't usually deal with a complaint if it's referred to us more than six months after the date of the bank's final response letter and where the bank objects to us considering it.

Nationwide sent its final response about the failure to close Ms C's account and an incorrectly set up direct debit in January 2014. And Ms C accepted Nationwide's offers of compensation for these two mistakes. Ms C complained to this service in March 2015 – over

a year later. And Nationwide objected to us considering the complaint. I agree that Ms C was out of time to complain about these two aspects.

In October 2014, Nationwide sent a further final response to Ms C's complaint about the failure to remove the adverse entries from her credit file. As Ms C came to us within six months of Nationwide's final response, we can consider this part of Ms C's complaint.

failure to amend Ms C's credit file

I'm satisfied that Nationwide requested the amendment to Ms C's credit file at the end of January 2014. I say this as I've seen evidence of the request. And I've also looked at Ms C's credit report. The report is correct as at October 2015. There is a note next to the entry concerning Ms C's Nationwide current account. It says the entry was updated on 7 February 2014. Ms C's Nationwide account is shown as settled with no missed payments.

If Nationwide hadn't updated Ms C's credit file until June 2014, I would expect the "date updated" to read June 2014. It seems likely that Nationwide updated Ms C's credit file as agreed in late January 2014.

Nationwide offered to pay Ms C £200 because it accepted that her credit file didn't update for some reason. As I'm persuaded that Nationwide did update Ms C's credit file, I find this offer reasonable.

Even if I wasn't satisfied that Nationwide updated Ms C's credit file, I wouldn't order it to pay the level of compensation Ms C wants. Like our adjudicator, I can't be certain that Ms C's vendor wouldn't have pulled out even if the purchase hadn't been delayed. I also find it likely that Ms C's credit rating was affected by some of the other late payment entries on her credit report.

I appreciate that my decision will disappoint Ms C. I leave it with her to decide whether to accept Nationwide's offer in full and final settlement.

my final decision

My decision is that I don't uphold this complaint in the sense I find Nationwide's offer to pay £200 compensation is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 18 February 2016.

Gemma Bowen
ombudsman