

complaint

Ms B complains that Nationwide Building Society incorrectly debited fees from her account. Ms B's partner found it difficult to get information from Nationwide about what had happened.

background

Ms B is a customer of Nationwide. Nationwide charged her £60 in paid item fees. But Ms B couldn't understand why she had been charged these amounts. Ms B's partner was then given contradictory information about what had happened.

Our adjudicator recommended that Ms B's complaint be upheld. She considered that Ms B should only have to pay two of the paid item fees. And our adjudicator thought that Nationwide should pay Ms B £100 for the poor customer service that her partner had received.

Nationwide disagreed with our adjudicator's conclusions. It said the paid item fees have been charged correctly. Nationwide isn't willing to pay any compensation as it had no authority to speak with Ms B's partner. And Nationwide has no record of Ms B contacting it about the charges.

As Nationwide wasn't willing to settle Ms B's complaint in line with the adjudicator's suggestions, the complaint came to me.

my provisional findings

Subject to any further representations by Ms B or Nationwide Building Society, my provisional decision was that the complaint shouldn't be upheld for the following reasons:

paid fee items

The terms of Ms B's account say "*For every payment that is made over and above your arranged overdraft limit (including cash withdrawals), you'll be charged a paid transaction fee of £15*".

Ms B had a £100 overdraft on her account. And her outstanding balance was made up of money which had been paid, and money which had been reserved for payment.

Three reserved payments on 28 November meant that Ms B was over her overdraft limit when Nationwide received four other smaller requests for payment. Because of this each payment attracted a paid item fee of £15.

The four transactions had already debited Ms B's account on 28 November, before she paid £300 in to her account the next day.

I appreciated that this might seem unfair to Ms B but as the fees were charged in line with the terms of her account, I couldn't reasonably require Nationwide to refund them.

customer service

I could see that Ms B's partner struggled to find out exactly why Nationwide applied the fees to her account. But this service can't usually make an award for any trouble and upset that's caused to a third party as a result of trying to resolve a complaint.

As Ms B herself didn't appear to have spent time trying to find out what happened on her account, I couldn't fairly order Nationwide to pay her compensation for any failing in customer service. And I could see that Nationwide followed up Ms B's complaint in writing and sent her its final response at the end of February. I didn't consider Nationwide let Ms B down in the way it handled her complaint.

my findings

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. . In cases like this, where the evidence is inconclusive, I reach my decision on the balance of probabilities. That means I'll look at all the available evidence and decide what I think is most likely to have happened.

Nationwide accepts my provisional decision but Ms B doesn't. Through her representative she says that Nationwide still hasn't given her an adequate explanation of the fees. Ms B says it isn't correct to say that she didn't complain herself and that Nationwide acknowledges this. And Ms B's representative points out that although he spent time dealing with the complaint, Ms B was inconvenienced as a result.

I appreciate that Ms B isn't happy with the bank's explanation of why it applied the over limit charges. But I'm satisfied that the charges have been applied in line with the terms of Ms B's account. By the time four separate payments debited Ms B's account on 28 November, she had exceeded her overdraft limit of £100.

I agree that there was some contact between Ms B and Nationwide. The bank's contact notes indicate that it tried to call Ms B on several occasions to discuss the charges but there was no answer. I appreciate that Ms B doesn't think Nationwide explained the reason for the charges adequately but Nationwide sent a breakdown of the charges with its letter. If the bank had managed to reach Ms B it's possible that it would've been able to explain the charges in more detail. But I can't criticise Nationwide because it wasn't able to do this.

Taking everything in to account, I can't fairly find that Nationwide has done anything wrong. So I don't find it reasonable to require the bank to provide a more detailed explanation of the fees. And I don't consider it fair to require it to pay compensation.

my final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 9 November 2015.

Gemma Bowen
ombudsman