

The complaint

Miss C complains about the way that Nationwide Building Society dealt with several issues that she had, and that it has closed her accounts.

What happened

Miss C contacted Nationwide in December 2022. She initially raised disputes about two payments that she had made and then about a third payment she had logged online that had not been apparently recorded by Nationwide. In the course of those phone calls she complained about having to give her security details repeatedly. Then in late December 2022 she made a call to change her account to one that provided extra benefits including mobile phone, travel and breakdown insurance. She complained to the adviser initially that the previous member of staff she'd spoken to had lied to her. She further complained that the adviser, during the application, insisted on reading out the terms of the account whilst being unwilling to read out the changes on the account which were due to come into effect.

In respect of the payment disputes that Miss C raised, Nationwide logged those disputes and acted on them accordingly, and Miss C did receive refunds in respect of the disputes. She did not pursue a fourth dispute. Nationwide apologised for the fact that Miss C had to repeat her security information. However it had set up overflow lines during the pandemic which continued to be used but those lines were not connected to the main system, so if a call was transferred the security details would not come through. It paid £10 for the inconvenience.

Nationwide reviewed the call made in late December 2022 and a follow up call the next day. It said that Miss C had been rude and abusive using unacceptable language and accusing members of staff of inappropriate behaviour towards her. It advised that it would be closing the accounts she had with it, giving her one month's notice after which time it duly closed the accounts.

Miss C complained further that Nationwide had failed to take account of her disability, namely her mental health problems when dealing with her complaints and closing her accounts.

On referral to the Financial Ombudsman Service our Investigator said that Nationwide had acted appropriately and didn't think that it had made any errors. She said the £10 payment was appropriate. She didn't think that Nationwide had discriminated against her or that it had failed to take into account her mental health problems.

Miss C didn't agree and the matter has been passed to me for further consideration.

What I've decided – and why

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

Miss C has made a number of complaints about Nationwide. As a result Nationwide have

sent several final response letters. I have set them out under various headings below, although I appreciate that some complaints gave rise to multiple issues.

disputes about various payments

So far as I can see, Miss C raised disputes about several payments that she had made. The first dispute was raised in late November 2022. Miss C attempted to raise this by web chat. When she called Nationwide she was told that she could not do this by web chat and was sent a link which she used to raise the dispute online.

She raised a further dispute about another payment and then attempted to raise a third one. She called Nationwide the next day to find the third dispute had not been logged. The adviser re-entered the details.

Miss C also complained that the email she received did not set out the details of the dispute so that she couldn't see the payments, as it only provided reference numbers.

I have to bear in mind that all three disputes resulted in the money being refunded to Miss C. So I think that Nationwide acted appropriately on them. I understand that it was irritating for her to have to re-enter the details over the phone for the third dispute, but I won't be asking Nationwide to take any further action in that respect.

With regard to the contents of the letters, I take Miss C's point but it is a matter for Nationwide how it phrases its letters. I understand that it has referred the matter back to its internal team to see if changes can be made, and I think that's fair.

providing security details on repeat occasions

I understand that several times Miss C had to repeat her security details, like when she had calls transferred or when she had completed the details online. Nationwide has explained that if the details went to an overflow line, those details would not be retained in the system. I can understand Miss C's irritation at this. However advisers would all be trained to ask for security details if they do not appear in front of them. There are data protection rules which companies have to comply with even if this is irritating to the caller. I understand that Nationwide paid Miss C £10 for the inconvenience and I think this was appropriate in the circumstances.

application to change the accounts

Miss C called Nationwide in late December 2022 to change her accounts. She had previously spoken to an adviser and the call was transferred to another adviser who could complete the change. She initially said the previous advisor had lied to her. She was told that the application would take 30 to 40 minutes and she agreed to proceed. In the course of the call she asked the adviser to go through the changes in the terms and conditions which were due to take effect the following January. The adviser said it was a 16 page document which would take a long time to read through and that she would be receiving a copy in the post. However Miss C insisted on the adviser setting out the changes and the adviser did summarise those for her.

When it came to completing the application, the adviser told Miss C that she was required to read out a summary of the terms and conditions of the account. Miss C also needed to answer some questions about the insurances that were provided with the account. Miss C objected to that and when the adviser told her that this was required to proceed with the application she accused the adviser of blackmailing her.

I understand that Miss C was irritated by this. However she was told at the outset of the call that the application would take 30 to 40 minutes to complete, and she agreed to proceed. Reading out the details of the amendments was not part of the procedure so as the adviser said she was only trying to save her time. If the procedure is part of the application then I could not expect Nationwide to skip parts of the procedure. I have listened to the entire telephone call and I think that the adviser behaved appropriately.

closing the accounts

Nationwide wrote to Miss C on 19 January 2023 to advise her that it was closing her accounts. It said it was doing this because she had been rude and abusive and used unacceptable language to and accused members of staff of inappropriate behaviour. In particular it referred to the telephone calls to the adviser when trying to set up the change of accounts and to another adviser the next day. I have listened to the first phone call. The second call was not recorded but there are detailed notes which I have considered.

It is a matter for Nationwide to decide whether it could continue providing accounts to Miss C. It had clearly come to the view that there was a breakdown in its relationship with her. And having considered the various phone calls made and Nationwide's notes about those calls, I can't say that Nationwide didn't act appropriately. I should emphasise that I have considered whether Nationwide acted appropriately - I have not made any judgments about Miss C's conduct. I see that in November 2020 Nationwide had previously written to Miss C warning her of her behaviour towards members of its staff and that if this continued it could take action to close the accounts. Nationwide was entitled under the terms and conditions of the accounts to close them and it gave Miss C adequate notice to enable her to change her accounts.

discrimination

Our service doesn't have the power to make a finding on discrimination under the Equality Act 2010. That's something only a Court of law can do. We make findings on whether a consumer has been treated fairly, and when doing so, we take into consideration relevant regulations, good industry practice and legislation. So, that's what I've done in this case.

Miss C says she feels Nationwide has discriminated against her given the problems she's experienced. In particular she says it did not take account of her mental health issues. She did mention in several of the phone calls that she suffered from anxiety. However, Nationwide doesn't have any notes on her profile to indicate that she was vulnerable or that she had any special requirements when being contacted.

As I'm satisfied Miss C made Nationwide aware of her mental health issues, I would have expected them to have asked her if she needed support from them. So, I can understand why Miss C felt Nationwide hadn't treated her fairly. However, when I consider all the evidence provided by both parties, I can't safely conclude that Nationwide treated Miss C differently than other customers, with similar circumstances. And as I've mentioned above, overall I do think Nationwide has acted fairly and reasonably.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 1 November 2023.

Ray Lawley
Ombudsman