

The complaint

Mr K complains that Nationwide Building Society can't send him emails and they have provided him with poor customer service.

What happened

Mr K says that he has been receiving postal correspondence from Nationwide telling him they could not contact him via the email address which they had for him since he opened his account. He says his statements that Nationwide try and email him bounce back. Mr K says he spoke to Nationwide on the phone on 31 October 2022 where they promised to look into this for him, but he didn't hear anything until he received a similar letter roughly six months later. Mr K made a complaint to Nationwide.

Nationwide did not uphold Mr K's complaint. They said emails are not making it to Mr K based on him having a role-based prefix and these are disabled by default and not sent to reduce spamming concerns. They said if Mr K uses a different prefix or if he uses a generic email provider then this will resolve the issue. Nationwide said although they appreciated he was the only person with access to his current email, they wouldn't look to use this email, and this is their final decision for security purposes. They said they listened to the call on 31 October 2022, and the call handler confirmed she would transfer him to their head office team, but the phone was cut off. They said they hadn't been able to evidence any further phone calls where they said they'd look into the matter or register a complaint. Mr K brought his complaint to our service.

Our investigator did not uphold Mr K's complaint. She said that Nationwide did not come back to Mr K following his call with them in October 2022 and they wrote to him in March 2023 stating that they were still having trouble emailing him. She said that in that time she had seen no evidence that Mr K reached out to them about the issue, and it appears that there was little to no impact as Nationwide still contacted him by post. Our investigator said Mr K then made a complaint to Nationwide about the issue in March 2023 after receiving another letter from them stating that they were unable to contact him by email and they investigated this, and they told him of workarounds for the issue.

Mr K asked for an ombudsman to review his complaint. He said that none of the postal letters that Nationwide sent him informed him of what the communication problem was (due to the format of his email address). So if they didn't tell him in writing or when he contacted them in October 2022 how could he understand what the problem was. He said he didn't chase them up as he was waiting for a response from Nationwide and based on what was agreed in the telephone call there was a reasonable expectation that they would either respond that they couldn't do anything or that they would fix the email issue. It was only after receiving further letters saying they couldn't contact him that it was apparent they hadn't even reviewed the issue. Mr K said that he opened the account using the same email address which now they say they can't contact him with.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

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

I'd like to explain to Mr K that it is not within this service's remit to tell a business to change their security procedures such as what email addresses they should disable. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Nationwide to make changes to their policies and procedures, if necessary.

I've can sympathise with what Mr K has said about Nationwide allowing him to use the email address originally when he opened the account, but they won't send correspondence to the same email address. But as this relates to their account opening process, which is a commercial decision for them to make, I've looked at what happened when Nationwide sent Mr K letters about not being able to email him.

I've viewed one of these letters. The letter sets out that a recent email they tried to send Mr K couldn't reach him for some reason. It gives Mr K two things that he may wish to check to make sure he can receive emails in the future. One of these is to make sure his mailbox isn't too full, and the other one is to check the settings for his inbox as his email provider may think they are sending spam. The letter says once he has done these things they should be able to start emailing him again to let him know when his statements are ready. But this did not fix the issue.

So Mr K contacted Nationwide to ask about this on 31 October 2022. He spoke to a call handler who said that it was bizarre when he confirmed the same email address she had on their system. As the call handler worked in a branch and she couldn't access the systems, she transferred Mr K to their head office for them to look into this.

I've read the transcript of this call. The transcript shows the call handler telling Mr K "It's the system's issue rather than anything that I can do with. But if you're happy, leave it with me. I'll send it through them and work with them to get response, and they'll get back to you". So the call handler set an expectation that he would send the issue to the relevant team and that he would work with them to get a response. It is clear Mr K was told that "they'll get back to you".

But I've seen no evidence that Nationwide got in touch with Mr K until he received another letter dated 21 March 2023 telling him they were having trouble reaching him by email again. There was no reference to the outcome of the investigation that they did for Mr K – if they did an investigation at all. And while I appreciate this is likely to be an automated letter issued when an email couldn't be sent to Mr K's email address, this letter will have distressed Mr K when there was no reference to the investigation, and he received the same letter from them as normal.

This inconvenienced Mr K to have to ring up Nationwide to chase this up via a complaint. I'm not persuaded that because Mr K allowed Nationwide time to complete an investigation that this means what happened had no impact on him. It clearly did have an impact on him otherwise he wouldn't have rung them to discuss the issue, and Nationwide set a clear expectation that they would look into this – and more importantly get in touch with him. So when Mr K received this letter after months of not hearing anything, it would have been distressing to find out that apparently no investigation had taken place, or at the very least he hadn't been contacted as he was told they'll get back to him.

So I do think that Nationwide should pay Mr K compensation for letting him down here by not honouring what they told him. As I've mentioned before, I'm unable to ask them to now accept Mr K's email address. If he doesn't want to change this, then he is now aware of the reasons why he won't be able to receive emails from Nationwide and he might want to

consider paper communication.

I'm persuaded that £75 is proportionate for the impact that this had on Mr K. Nationwide set him an expectation they would get back to him, but they didn't even though months had passed, which would have been distressing. Then Mr K needed to contact them again after receiving the letter in March 2023, which would have inconvenienced him. So it follows I intend to ask Nationwide to put things right for Mr K."

I invited both parties to let me have any further submissions before I reached a final decision. Both parties accepted the provisional decision.

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.

As neither party have provided me with any further information to consider, then my decision and reasoning remains the same as in my provisional decision.

Putting things right

In my provisional decision I said I intend to uphold this complaint in part. I said I intend to ask Nationwide Building Society to pay Mr K £75 for distress and inconvenience. I'm still satisfied this is a fair outcome for the reasons given previously.

My final decision

I uphold this complaint in part. Nationwide Building Society should pay Mr K £75 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 2 January 2024.

Gregory Sloanes
Ombudsman