

The complaint

Mr D complains that he was deliberately stopped from using a payment of £25,000 to bring down the amount owed on his existing mortgage with Nationwide Building Society.

What happened

Mr D said that he had been prevented, in a branch of Nationwide, from making a payment, which would have reduced the amount he owed on his mortgage. He said he then stopped paying his mortgage for some time, to force Nationwide to address these matters. But instead, it took legal action, and he had to bring the mortgage account up to date.

Mr D didn't tell us when this incident happened. He said he wanted us to insist that Nationwide clarify the date of the incident. Mr D also said that, although he holds all the relevant information, he would withhold dates which showed when the incident occurred, until Nationwide had clarified this.

Nationwide wrote to Mr D in response to his complaint in 2022. It said then that its branch manager couldn't recall refusing to accept a lump sum payment towards a mortgage.

Nationwide said that not all its branches have mortgage consultants, so it was sorry if it hadn't been able to help Mr D in branch to make changes to his mortgage.

But when this complaint was referred to our service, Nationwide said that this complaint might refer back to an incident Mr D said happened in 2017. And Nationwide said it had responded to Mr D's complaint then, and explained to Mr D that there was a six month deadline for referring a complaint to our service. So Nationwide didn't think our service could consider this now.

Our investigator thought our service could look into this complaint. She said she couldn't see Mr D's complaint about not being permitted to pay a lump sum towards his mortgage had been raised with Nationwide until April 2018. And she said Nationwide hadn't responded to this complaint until October 2022, after Mr D had raised the issue again with Nationwide.

Our investigator said, however, that it was difficult for her to consider Mr D's complaint that Nationwide didn't accept his £25,000 overpayment, when he hadn't told us when this happened. She said we and Nationwide had asked when this happened, and Mr D had declined to tell us. Nationwide had approached the relevant branch, but the staff there couldn't recall the event. Our investigator said she couldn't be satisfied that Nationwide had treated Mr D unfairly or ask it to do anything differently to resolve this complaint.

Mr D replied to disagree. He said that on the visit he made to the branch, he sat and waited to be served, but received no assistance from the staff. He said when it became obvious that he wasn't going to receive any attention, he left, walked up to his bank, and put this money in his savings instead. Mr D said he was deliberately ignored by staff.

Mr D said this happened shortly before a letter he received from Nationwide, dated 5 July 2017, but he didn't give us any more information on when this was. And our investigator said

she couldn't look into this further for Mr D, without that information. Because no agreement was reached, this case was passed to me for a final decision. And I then reached my provisional decision on this case.

My provisional decision

I issued a provisional decision on this complaint and explained why I did not propose to uphold it. This is what I said then:

Nationwide has previously challenged our service's jurisdiction on this case. But I don't understand it to have continued to challenge this, once our investigator explained why she thought we could consider this case. For the avoidance of doubt, I agree that this case has been brought to our service in time. I don't think that the complaint Mr D brings now was set out for Nationwide until April 2018. And the letter that Nationwide sent Mr D then didn't start the deadline for a complaint. For that reason, I don't think his complaint is out of time now.

Mr D's complaint is that Nationwide refused to allow him to pay a lump sum off his mortgage. Mr D says he considers this to be illegal and criminal. Mr D hasn't told us when this refusal to accept a lump sum payment happened. However, in his more recent letters to us, Mr D has told us more about what happened, as set out above.

Mr D doesn't allege that any Nationwide member of staff actually told him that he couldn't make a payment. He simply says he visited a branch, intending to make a payment. He then sat for some time in the branch. He felt he was deliberately ignored, and said he left when he felt he clearly wasn't going to be served. So it doesn't appear that Mr D, on his evidence, actually spoke to any staff member on this date.

Mr D has been very concerned that Nationwide hasn't set out when it considers the alleged incident in branch happened. Our service has asked Mr D to provide more information on the exact date, and although he said he could supply an exact date, he hasn't done so. I understand Mr D feels that if he does so, he will be giving Nationwide information it doesn't currently have.

I think that the lack of a precise date is unlikely to make a difference in this case. That's because I think it's very unlikely that such a date (which Mr D has been clear, was before July 2017) would assist now in resolving this case. The events of the relevant date were clearly very memorable to Mr D. But it doesn't seem likely that staff at this branch would recall an event several years ago, when on one date an individual came into branch, didn't speak to staff, and then left. Because of that, I think it's reasonable for me to decide this case on the basis of what Mr D has told us to date.

I have therefore considered what Mr D has told us about what happened, and in particular, that he's told us Nationwide didn't expressly refuse to allow him to pay in a cheque, but in his view, deliberately ignored him. And I don't think it would be fair and reasonable for me to conclude that it's most likely Nationwide's intentions on that date were to prevent Mr D from paying in a cheque to clear part of his mortgage.

I don't think there is sufficient evidence, on what Mr D has said, for me to conclude that it's most likely Nationwide's staff wished to prevent Mr D from making a lump sum payment, or that they would have refused to accept this payment if asked. I also haven't been able to decide here that it's more likely that Nationwide behaved unreasonably or unfairly to Mr D, on the relevant date. I do think it would have been reasonable for Mr D to try again to make this payment, or to contact Nationwide otherwise than through this branch, if he wished to use the money towards his mortgage.

I know that Mr D will be disappointed, but I don't think this complaint should be upheld.

I invited the parties to make any final points, if they wanted, before issuing my final 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.

Nationwide replied, simply to confirm that it had received my provisional decision, and say it had nothing to add. Our service hasn't received any response from Mr D before the deadline set out in my provisional decision, and our attempts to contact him haven't been successful.

So neither side has offered any further evidence or argument, and I haven't changed my mind. I'll now make the decision I originally proposed.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 November 2023.

Esther Absalom-Gough
Ombudsman