

The complaint

Mr and Mrs P complain that Nationwide Building Society added a further name to Mr P's account details in addition to his correct names. Mr and Mrs P would like an explanation of how and why this name appeared on his account, that the Society report the apparent data breach to the Information Commissioner's Office and financial compensation commensurate with the extent of the inconvenience and upset that this has caused.

What happened

Nationwide had added an additional name, appearing before Mr P's surname to the account. This manifested itself in correspondence and documentation sent to Mr and Mrs P from 2018 until closure of the account in 2021 as an extra initial "G" before Mr P's surname. Mr P visited a Nationwide branch in August 2022 to change an address on a credit card and found out that this additional name was still recorded on his Nationwide account. Mr P had a previous difficulty with this when he couldn't pass security although he says that the early mortgage statements had the correct names but then the additional name appeared.

Mr P complained and on 7 October 2022 Nationwide wrote to reject his complaint. On 11 November 2022, following further submissions from Mr P, Nationwide reviewed its decision and accepted that it had added an extra "G" to his name, offering £50 by way of apology for the error. Mr and Mrs P were dissatisfied with this response, and Nationwide reviewed it again. Nationwide then admitted that it had a system feed issue which meant that there was a merge of details and it arranged to send Mr and Mrs P a further compensatory cheque for £200. Our investigator felt that this was a fair outcome to the complaint. Mr and Mrs P disagreed and asked for a review.

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.

I'm dealing with this complaint in relation to the mortgage account only. The account was in joint names of Mr and Mrs P. Mr P has two forenames. His second forename begins with the initial "G". It seems from about 2018, Nationwide began adding a further forename with the initial "G" to his name on documentation it sent out. Mr and Mrs P's mortgage closed with Nationwide in 2021.

My role in any complaint is to decide whether a business did anything wrong and, if it has, to decide on fair compensation. In this case Nationwide clearly did something wrong adding this additional name into the account from about 2018. But following the complaint it denied any error. It then accepted that there was an error and said that there was a data protection issue and that there was a merge of details. I should say that we are not Nationwide's regulator, and my role is not to supervise its compliance with regulations including data protection regulations or punish it for any breaches. My role is to decide whether Nationwide has done anything wrong including breaches of regulations, whether Mr and Mrs P suffered as a result of that and look to put things right for them including the issue of compensation. After the correspondence from Mr P, Nationwide has accepted that it did something wrong

and I can move onto consider what I require it to do to put things right.

Although the mortgage account closed in 2021, the additional and incorrect name was still held by Nationwide on a credit card account belonging to Mrs P. But following Mr P's intervention, I'm told that this has been rectified. Mr P says that the error has caused confusion and upset between himself and his son who has the same name as that which was added to the mortgage account. On occasions he could not pass Nationwide security clearance because he was giving the wrong name although it was the right name and Nationwide failed to correct the error when he alerted them to it. I recognise that this error on the mortgage account at least, which is the account I'm dealing with here, is unlikely to recur as the account has been closed. So, Mr and Mrs P won't be receiving annual mortgage statements with the double initials that they received previously and there will be no issue about accessing the mortgage account now its closed.

Mr and Mrs P have suffered a degree of distress and inconvenience because of this error from Nationwide but I have seen no evidence of any financial loss. Mr P does mention that he may have been refused credit because of it but brings no evidence to bear on that. It's unfortunate that Nationwide failed to recognise its error from the start which caused Mr and Mrs P to pursue the complaint and suffered a degree of hurt because of Nationwide's failure to address it when he asked it to. Looking at our guidance on compensation it seems to me that this falls into the area where there have been repeated small errors by the Society, requiring a reasonable effort to sort out. Some inconvenience has been caused and some distress and disappointment with the service provided. That falls into the area where we may award up to £300. Nationwide has offered compensation of £250 which is at the upper end of that scale. I believe that to be fair and I don't require Nationwide to do anything further.

My final decision

Nationwide Building Society has offered Mr and Mrs P £250 to settle this complaint and I think that offer is fair in all the circumstances. Unless that money has already been paid I require Nationwide Building Society to pay Mr and Mrs P £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 28 December 2023.

Gerard McManus
Ombudsman