

## **The complaint**

Mrs and Mr B are unhappy that Nationwide Building Society opened the wrong type of account.

## **What happened**

Mrs and Mr B opened a Triple Access account online. This account allows up to three withdrawals per year. However, Mrs and Mr B later discovered that Nationwide has opened a one-year Fixed-Rate Bond, which doesn't allow any withdrawals until the return of the money at the end of the one-year term. Mrs and Mr B weren't happy about this, so they raised a complaint.

Nationwide responded to Mrs and Mr B and explained that their records indicated that Mrs and Mr B had applied for the Fixed-Rate Bond themselves online. As such, Nationwide didn't feel that they'd done anything wrong. Mrs and Mr B weren't satisfied with Nationwide's response, so they referred their complaint to this service.

One of our investigators looked at this complaint. But they felt it was more likely that Mrs and Mr B had opened the Fixed-Rate Bond themselves by mistake. Mrs and Mr B remained dissatisfied, so the matter was escalated to an ombudsman for a 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.

Mrs and Mr B are of the strong opinion that they didn't make any mistake when applying for the account online and that the account they applied for was a Triple Access account. Conversely, Nationwide contend that Mrs and Mr B applied online for a Fixed-Rate Bond and that as such the Fixed-Rate Bond wasn't opened by them in error.

In instances where the testimonies of a complainant party and a respondent business sit in contradiction to each other – as is the case in this instance – I must decide which of the two versions of events I feel it most likely to have taken place, on balance, and in consideration of all the information and evidence available to me.

In this instance, I'm not convinced that I need to make such a decision. And this is because, even if I accept that Nationwide did open the incorrect type of account for Mrs and Mr B, this newly opened account would have been visible to them from the point of opening as a Fixed-Rate Bond, and not as a Triple Access account.

As such, if this were the case, I feel that it should reasonably be expected that Mrs and Mr B would have noticed the wrong account type and would have contacted Nationwide about this. But Mrs and Mr B didn't do this, and instead placed a large sum of money into the (incorrect) account. And Nationwide have also confirmed that the Fixed-Rate Bond had a 14-day cooling off period within which Mrs and Mr B could have closed the Fixed-Rate Bond account, had they wanted to do so.

Additionally, regarding the different positions of Mrs and Mr B and Nationwide here, I'm not convinced that it is more likely that Nationwide made an error and opened the wrong type of account. Instead, I feel that the alternative – that Mrs and Mr B made a mistake and applied for the wrong account, is more likely to have occurred. And one reason for this is because I feel it's unlikely that the wrong type of account would be opened in response to an online application, given that online account applications are a largely automated process which is directed by the inputs of the applicant party.

However, given Mrs and Mr B's strength of feeling on this matter, I'm not willing to entirely discount the possibility that some form of system or human error has taken place here on the part of Nationwide – even though I feel it's unlikely that this is the case.

But, as explained above, even if I accept that Nationwide did open the wrong account by mistake, I still wouldn't uphold this complaint. This is because I feel that Mrs and Mr B should reasonably have recognised that the wrong account had been opened and should have contacted Nationwide about it – within the 14-day cooling off period if necessary. And because Mrs and Mr B didn't do so, I feel it's fair that the Fixed-Rate Bond should remain in place and that the terms of that account should continue to apply.

All of which means that I won't be upholding this complaint or instructing Nationwide to take any action here. I realise this won't be the outcome Mrs and Mr B were wanting, but I hope that they'll understand, given what I've explained, why I've made the final decision I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 8 November 2023.

Paul Cooper  
**Ombudsman**