

### The complaint

Mr T complains about the service he received from Nationwide Building Society ("Nationwide") when he called to ask for his funds to be paid from his accounts that had been closed with it.

## What happened

Mr T held bank accounts with Nationwide. Mr T had made a large number of complaints with Nationwide and it believed the relationship between it and Mr T had broken down. Nationwide made the decision to close Mr T's accounts and provided Mr T with notice of this.

Following being cut off from a call with Nationwide Mr T called again and spoke to one of its advisors about arranging a payment to another account for his closed account balances. The advisor incorrectly tried to put Mr T through to Nationwide's fraud team.

Mr T complained to Nationwide about this. Nationwide agreed its advisor didn't handle the call correctly and offered Mr T £25 compensation and £16.44 for call costs. During the call the complaint handler said a level of tolerance was expected from Mr T regarding Nationwide's service. Mr T says he felt Nationwide had closed his account because he made some complaints. It was explained to Mr T that he had made a high volume of complaints over a sustained period and as not many had been upheld Nationwide hadn't made many errors.

Following this call Mr T called Nationwide again and asked for the call recordings. Nationwide issued its final response to Mr T's complaint and said that the call recordings would be emailed

Mr T was unhappy with this and so has brought his complaint to this service. He says Nationwide shouldn't have the right to close his account because he made a complaint.

One of our investigators looked into Mr T's concerns and reached the conclusion that Nationwide was entitled to close his accounts after it decided the relationship had broken down between it and Mr T and that the compensation Nationwide had already paid him was reasonable and that providing Nationwide had paid out the balance of Mr T's accounts there was nothing more it needed to do.

Mr T disagreed - he wants more compensation and has asked for an ombudsman's decision.

#### What I've decided - and why

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I hope that Mr T won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint. Our rules allow me to do that. And the crux of Mr T's complaint is about the service he's received from Nationwide.

My role is to look at the problems Mr T has experienced and see if Nationwide has done anything wrong or treated Mr T unfairly. If it has, I would seek – if possible - to put Mr T back in the position he would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

Mr T's complaint stems from the service he received from Nationwide when he called up to make arrangements for the closing balance of his accounts with Nationwide to him. In particular he was unhappy as his previous call had been cut off and the advisor had wrongly put him through to its fraud department.

Nationwide have already agreed it make an error here and compensated Mr T £25 for this and reimbursed him call costs of £16.44. So I don't need to make a finding here, all I have to do is decide whether the compensation paid by Nationwide is enough to put things right. And I think it is. Things don't always go smoothly and not every mistake warrants compensation. Here Nationwide have already reimbursed Mr T for his call costs and compensated him £25 for the distress and inconvenience which I think is fair as I don't consider the detriment Mr T alleges sufficient to justify an award above this amount.

Furthermore, I understand Mr T isn't happy regarding how Nationwide have handled his complaint – in particular he has suggested that Nationwide has said it has no tolerance for complaints and that that is why his accounts were closed. But I've listened to the calls between Nationwide's complaint handler and Mr T and I think Mr T is mistaken. The complaint handler was merely trying to explain that – as I've alluded to above – things from time to time do go wrong and it wasn't taking away Mr T's right to complain, but rather it expects a level of tolerance and understanding of this.

Finally, while the closure of Mr T's accounts is a separate complaint and outside the remit of this decision, Mr T should note as a general rule Nationwide isn't obliged to continue offering an account to a customer if it doesn't want to – providing banking facilities and to who is a commercial decision and not something for me to get involved with.

That being said it wouldn't be fair for Nationwide to close Mr T's account without reason. Nationwide says Mr T has raised a large number of complaints over a sustained period of time with it – the majority of which were not upheld. And I can see some of his complaints have been received at this service – which I understand weren't upheld. So based on this it is clear to me Mr T is unhappy with the service he receives from Nationwide. So I don't think it unreasonable for Nationwide to conclude that their banking relationship had broken down and to take the decision to close Mr T's accounts.

And so it follows I think Nationwide has done enough to settle Mr T's complaint and I'm not going to ask it to do anything more.

## My final decision

For the reasons I've explained I've decided not to uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 February 2024.

# Caroline Davies **Ombudsman**