

The complaint

Mr P complains that Nationwide Building Society didn't tell him about changes to how his statements would be made available to him.

What happened

Mr P was used to receiving paper statements from Nationwide in the post. In August 2022, he opened a new account with Nationwide. After this, Mr P didn't receive statements in the post as he expected. He says that because of this, he didn't know what payments to make and so didn't make any.

Mr P then became aware that Nationwide had applied late payment fees because he had missed these payments. He complained to Nationwide, saying that he had never changed his preference in how to receive statements and was responsible for him missing the payments. Nationwide responded to his complaint – saying that its records showed that Mr P himself had changed the preference on the account. So it didn't consider it had made a mistake.

Mr P remained unhappy about this and brought his complaint to this service. One of our investigators looked at the matter and felt that Nationwide had acted fairly. They said that the records showed that Mr P himself changed the preference for statements. They considered that Mr P said that the account was opened in branch and that a member of staff may have selected the relevant preference, but said it was Mr P's responsibility to have checked that.

Our investigator went on to say that Mr P would likely have been aware that he needed to make payments to the account and that if he hadn't received his statements, then he could have let Nationwide know this. Mr P disagreed so the complaint has been passed to me to decide.

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.

The relevant records here do support that Mr P changed his preference to 'paperless' statements in August 2022 when he opened the new account. This being the case, it's difficult to see how Nationwide has acted unfairly in sending Mr P's statements in line with that preference.

But Mr P says that he applied for the account in a branch and that a member of staff entered the relevant details. So I've considered whether that member of staff could have selected that preference without Mr P being aware, or perhaps fully aware, of what was happening. In my view, that could have happened – but even if it did, I don't think that means that Nationwide can be fairly held responsible for Mr P missing his payments as he did.

I say this because Mr P used the card in the months after the application and would have read the terms and conditions when agreeing to the terms of it. So he would have been

reasonably aware that he needed to make payments to Nationwide.

I can't see that Mr P ever contacted Nationwide to say he hadn't received his statements, or to ask it about his payments. Had he done so, he would likely have been able to make payments in the way he needed to. So in all the circumstances here, I don't think I can say that Nationwide can fairly be held liable for Mr P missing his payments, or for any consequences of this.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 12 September 2023.

James Staples
Ombudsman