

## **The complaint**

Mr C complains that Nationwide Building Society unfairly closed his newly opened bank accounts. He wants compensation for the trouble and upset this caused him.

## **What happened**

Mr C previously had accounts with Nationwide which were closed in 2020. Nationwide closed these accounts after its relationship with Mr C had irretrievably broken down due to the amount of complaints Mr C made about the banking services it provided to him.

Nationwide wrote to Mr C in March 2020, to let him know it had decided to close his accounts and he'd need to make alternative banking arrangements. The letter also advised Mr C that any future accounts he opened with the bank would be closed without notice.

Nationwide followed up the letter with multiple communications reiterating that it wasn't willing to provide Mr C with banking services, and that any future accounts he opened would be closed.

In May 2023, Mr C applied to open two new accounts with Nationwide. Mr C was sent bank cards and banking credentials for the new accounts. Shortly after this, Nationwide reviewed Mr C's applications, and identified he had opened further accounts despite being advised not to do so and closed the accounts immediately.

Mr C wasn't happy about this and complained to Nationwide. In response, Nationwide said it hadn't done anything wrong when it had closed Mr C's accounts and referred to the letters, it had sent to him when it closed his accounts back in 2020, which stated Nationwide would close any accounts he tried to open in the future.

Unhappy with this response Mr C brought his complaint to our service. One of our investigators reviewed the complaint and didn't think Nationwide had acted unfairly. So, she didn't uphold Mr C's complaint. Mr C disagreed. He wants Nationwide to pay him compensation for the time he took to open the accounts and inconvenience of having to make a complaint to our service.

As no agreement could be reached the complaint has come 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.

Mr C is unhappy that Nationwide decided to close his newly opened accounts. He says Nationwide has relied on decisions it made years ago to close the new accounts, which he didn't agree with at the time.

Banks are entitled to end their business relationship with a customer, as long as this is done fairly, doesn't breach law or regulations and is in keeping with the terms and conditions of the account. That's because it has the commercial freedom to decide who it wants as a customer. And unless there's a good reason to do so, this service won't usually say that a bank must keep a customer. But they shouldn't decline to open an account without proper reason, for instance of unfair bias or unlawful discrimination. And they must treat new and existing customers fairly.

I've seen the letter that Nationwide sent to Mr C on 16 March 2020 when it decided to close his accounts. The letter states: 'Please note that we check records from time to time and should we see that you have opened a new account, we will close it without any prior notice.' So, I think it was made clear to Mr C that Nationwide intended to close any accounts or decline any applications he made to open an account with them, which included the accounts he opened in May 2023.

Nationwide has explained to us that when Mr C applied to open the accounts in May 2023, it was briefly opened through an automated process which also generated banks cards and PINs to be issued to Mr C. But the accounts were then closed following a manual check which revealed Nationwide had previously told M C that it wasn't willing to offer Mr C banking services. I can see that Nationwide sent Mr C a letter explaining all of this soon after the accounts had been opened. So, I'm satisfied that Nationwide did what it needed to do to let Mr C know it wasn't willing to offer him a bank account and that the new accounts had been closed.

Mr C has said that he was inconvenienced and had to spend time opening the new accounts. So, he thinks Nationwide should pay him compensation. Having looked at all the circumstances of this complaint, I don't agree that Nationwide are responsible for any inconvenience Mr C may have experienced as a result of Nationwide closing the accounts. I say this because when Mr C applied for the accounts in May 2023, he would have known that Nationwide had decided not to open any more accounts for him and would close any that he managed to open. But he chose to make the application anyway.

In summary, I realise Mr C will be disappointed by my decision. But based on the available evidence, I don't think Nationwide treated Mr C unfairly in taking the actions it did. So, I won't asking Nationwide to do anything more to resolve Mr C's complaint.

### **My final decision**

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 February 2024.

Sharon Kerrison  
**Ombudsman**