

## **The complaint**

Mr C is unhappy that Nationwide Building Society gave him a warning about his behaviour during a phone call.

## **What happened**

The circumstances that led to this complaint are well known to both parties, so I won't repeat them in detail here. But, in summary:

- In October 2022 Mr C called the society to cancel a direct debit instruction he'd recently approved with the recipient, but which he couldn't yet see on his account via internet banking. He had difficulty getting through to a member of staff and was then unhappy with the way his call was handled, including that the direct debit instruction couldn't be found. He terminated the call after saying he was going to raise a formal complaint. Nationwide subsequently sent a written warning to him about his behaviour during this call.
- Mr C complained to Nationwide about the warning, in particular that he hadn't been given a chance to defend himself. Nationwide looked into the matter but concluded that its actions had been reasonable. Mr C disagreed and referred a complaint to this service.
- Our investigator didn't think Nationwide had acted unreasonably. But Mr C remained unhappy and so the complaint has come to me.

## **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.

Having done so, I've reached the same conclusion as the investigator, for much the same reasons.

I would first say that it can take a number of days for a direct debit instruction to appear on a bank or building society account after authority for the instruction is given by an individual to the beneficiary – in Mr C's case, a telecoms company. Mr C confirmed during the call that the instruction had only recently been set up with the telecoms company. And the call-handler explained that he would need to speak to the company about cancelling it because the instruction had not yet appeared on Mr C's account. I haven't seen anything which suggests Nationwide made a mistake with regards to the administration of the direct debit instruction. And I'm satisfied the call-handler correctly advised Mr C. I can also see, from Mr C's account statements, that a direct debit payment left his account later that month, to the same telecoms company.

I can see why Nationwide considered Mr C's behaviour to be unacceptable. I appreciate he may have had to wait longer than he would have liked to be connected, the call-handler did ask him to repeat two pieces of security information and was unable to locate the direct debit instruction. But I also think the call-handler remained professional and courteous throughout

the call. She apologised for any inconvenience Mr C had already experienced, explained throughout the call what she was trying to do to help and tried to explain why the instruction was not yet visible on his account. I think the call-handler was doing her best to help solve the problem, but Mr C took an overly aggressive, confrontational tone almost from the start of the call. In all the circumstances, I don't think it was inappropriate of Nationwide to send the warning letter to Mr C, without first consulting him about the call.

Mr C is concerned that Nationwide has added a "black mark" against his name, and this is part of a campaign to end its relationship with him.

I note the society explains on its website how it defines unacceptable behaviour and what steps it will take when an incident is reported by its staff. This includes that a written warning may be given and *"Provided there are no further incidents of a similar nature, we will hold details of the Unacceptable Behaviour incident for a period of 6 years, after which the file will be deleted."*

Nationwide's warning letter explained that the call-handler felt Mr C's tone was aggressive and this type of behaviour was unacceptable, so I think it's likely the details of this incident will remain on Mr C's customer record for at least six years. But I don't think that's the same as saying Nationwide has recorded a "black mark" against him or that the society is already working towards closing his account. Having said that, account closure is listed as being an action Nationwide might take in response to unacceptable behaviour and this is also detailed in the account terms and conditions. So I can't rule out the possibility that account closure might occur if Mr C exhibits unacceptable behaviour again in the future.

If Nationwide does end its relationship with Mr C at some point down the line, and the decision to do so causes him concern, then he will be free to pursue a complaint with the society about that. And he will be entitled to bring a new complaint to this service if he is ultimately unhappy with the answer he receives from the Nationwide.

### **My final decision**

My final decision is that I don't 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 5 October 2023.

Ruth Hersey  
**Ombudsman**