

The complaint

Mr H is unhappy with the length of time it's taken for Nationwide Building Society to remove his now ex-partner from an account they held in joint names.

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 January 2020 Mr H and his now ex-partner (Miss H) completed two separate requests for Miss H to be removed from the two joint, current accounts they held with Nationwide. One request was actioned promptly, but the other was held pending further checks. Miss H was eventually removed from the account at the end of March 2023, after both she and Mr H raised complaints with Nationwide.
- Nationwide said it couldn't remove Miss H from the account in 2020 because she didn't respond when it asked her to. But it accepts it ought to have removed her, following further contact, in May 2022. It offered £250 compensation to Mr H to recognise the inconvenience caused. Mr H didn't think this was sufficient given that Nationwide's mistake meant Miss H had retained access to the account, and to information she wasn't entitled to see, for longer than was necessary. He asked us to look into the complaint.
- Our investigator thought Nationwide should increase the award to £500. But the society refused to do so and, in any event, Mr H said this wasn't enough. So the complaint came to me.

I issued a provisional decision earlier this month and explained why I thought the outcome the investigator had reached was fair and reasonable in the circumstances. I have reproduced my provisional findings below:

I would first say that Mr H and Miss H have both raised complaints about this matter and Nationwide dealt with those complaints separately. Mr H and Miss H are aware of, and have each consented to, the other's complaint being brought to this service. But neither is now party to the other's complaint. I think that's appropriate given the current situation. I have, nevertheless, considered the complaints in parallel as they share a lot of common evidence.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And, having done so, I think Nationwide ought to have removed Miss H from the joint account in January 2020. But I also think Mr H ought to have realised sooner that this hadn't been done and taken steps to sort this out.

I note neither party agreed with the investigator's recommendation, but I currently think an award of £500 compensation is fair and reasonable – I'll explain why.

It's not in dispute that Mr H and Miss H submitted a form to Nationwide in January 2020 asking it to remove Miss H from their joint account. But Nationwide says she wasn't removed at that point because it needed to check she agreed to the request. The evidence suggests it

wrote to Miss H at the address Nationwide held for her, asking her to get in touch, but she didn't do so.

I don't dispute Nationwide's suggestion that it's entitled to carry out checks to verify this type of request when it deems such to be necessary. However, it's also now become clear that Mr H and Miss H submitted a separate request for Miss H to be removed from their other joint current account on the same day. And that request was actioned promptly, without any additional checks. Nationwide hasn't provided me with a copy of that other form or explained why that request was actioned while the other one needed additional verification. Both accounts ought to have been linked to Miss H's one customer profile. And, in the absence of supporting evidence, I can only conclude that Nationwide ought to have removed Miss H from both accounts in 2020.

As noted above, Miss H was eventually removed from the second account at the end of March 2023. Most recently Mr H has said he had unwanted and stressful communications with Miss H over the intervening, three-year period and feels he should be compensated for that. In addition, he wants compensation to recognise that Nationwide has unreasonably allowed Miss H access to the account, which he believes amounts to a data breach. I've considered Mr H's comments carefully, but I've also taken the following into account.

- In his initial call to this service, in early 2023, Mr H indicated he raised his complaint with Nationwide in 2022 because it was at that point he realised Miss H was still party to the account. And that seems to tie in with the evidence Nationwide has provided which suggest he thought the removal had taken place in 2020. I also note Mr H told us he was still in touch with Miss H anyway because they co-own some dogs. It's, somewhat , difficult to understand exactly what happened given Mr H's conflicting recollection of events.*
- Mr H suggests he has been in touch with Nationwide about this issue numerous times over the years and he's pointed to phone calls about other matters in which he mentions that the account was in his sole name. But Nationwide's notes don't suggest he actually queried the fact Miss H was still party to the account until May 2022. And this was when they submitted a new account removal form.*
- Nationwide says Mr H would have been sent monthly emails directing him to view his account statements online. And, from what I've seen, these statements show both Mr H and Miss H's name at the top, indicating the account was still joint. It's not clear to me why this didn't prompt Mr H to take action sooner if he was so concerned about Miss H having access to the account. But I think it's possible that this simply wasn't a priority at the time given the account was used for very few payments, and it only became a priority in May 2022 when Miss H was trying to get a mortgage.*
- I've taken into account the role Miss H played in this situation. She was joint party to the account so jointly and equally liable for arranging to be removed.*

Nationwide refused to increase its award, but I agree with the points made by the investigator. The £250 offer was made in the final response letter it issued in late-January 2023. The society admits in that letter that it ought to have acted on the removal request it received in May 2022 because, at that point, it had everything it needed to honour the request. The society has since suggested that it didn't have everything it needed in May 2022 and only removed Miss H from the account in March 2023 as "an exception." But I'm not persuaded by its conflicting arguments and supporting evidence. So it's not clear to me why, in that January 2023 letter, it asked Mr H to submit a further form or why it then took until the end of March – a further two months to remove Miss H from the account. I think this

likely compounded what was already a frustrating situation for Mr H. Ultimately it took from May 2022 to March 2023 to get Miss H removed from the account and I simply can't understand this delay. And Nationwide has been on notice since May 2022 that Mr H was unhappy with the situation and did not want Miss H to be able to view the account.

Mr H accepted my provisional findings, but Nationwide did not. It reiterated that its internal process relating to account holder removal allows it to write to its customer to authenticate them and it followed that process in relation to the account in question.

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.

I note Nationwide's reference to its internal process and I accept that, on occasion, it may need to authenticate its customers. But, given the inconvenience and delays this can cause, I would expect there to be a specific reason that warrants that authentication such as a signature mis-match on the form or some other concerns about the veracity of the request. Nationwide has still not explained why it needed to authenticate Mrs H and its decision to do so on one of the joint accounts is entirely at odds with the decision not to do so, at the same time, on the other joint account.

In all the circumstances, and for the reasons set out in my provisional decision and reproduce above, I think an award of £500 is fair and reasonable.

My final decision

My final decision is that Nationwide Building Society should pay £500 compensation to Mr H.

It should do so within 28 days of the date on which we tell it that Mr H accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 November 2023.

Ruth Hersey
Ombudsman