

The complaint

Mr P complains that he was unable to access his Nationwide Building Society accounts.

What happened

Mr P says his Nationwide banking application (app) and account card stopped working in June 2022. He says he had no access to his money and was caused a significant level of stress as well as inconvenience. Mr P says he was forced to open new accounts with a different business and would like £2,500 compensation for what took place. He also says he was sent a new card but that also didn't work and has been charged overdraft fees.

Nationwide says it didn't apply a block to Mr P's accounts but says he was trying to access online banking with an expired account card. It says it tried to help Mr P with the app problem but says it has no record of any app issues. Nationwide accepts it didn't deal with all Mr P's complaint points in its response and has paid £25 compensation. It says it charged overdraft fees correctly.

Mr P brought his complaint to us, and our investigator upheld it in part. The investigator recommended Nationwide increase its compensation offer to £75 for that part of the complaint. But didn't think it had made a mistake about the account access. The investigator thought the initial problem was caused by Mr P using an expired account card and overdraft charges are clearly visible on the account statements.

Mr P doesn't accept that view and says his accounts are still open and Nationwide has charged overdraft fees. He says he was concerned about fraud and has closed his children's accounts.

Nationwide says it will pay the further £50 compensation.

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 have reached the same overall conclusion as the investigator and for largely the same reasons. I appreciate Mr P will be disappointed by my decision and can see he has been told which parts of his complaint that I can deal with.

I have looked carefully at Nationwide's records and think on balance that part of the access problem was caused by Mr P using an expired account card. I appreciate Mr P may not have realised that but that is not something I can fairly hold Nationwide responsible for. I'm satisfied that Nationwide didn't apply any blocks on Mr P's accounts. And I have not seen any evidence that Nationwide caused Mr P's account access problems. Having read the transcript of the call between the parties I think Nationwide tried to help Mr P with the access problem.

In any event, whilst I appreciate Mr P says he was unable to use his banking app, I think he

would have been able to attend a Nationwide branch and withdraw money. And I can see that he was able to use a different method of making payments at the time. I accept there will be unanswered questions about what took place in or around June 2022 that this service is unable to answer but I hope Mr P appreciates why, without any evidence of a Nationwide mistake that I can't fairly hold it responsible.

There is no dispute that Nationwide didn't deal with parts of Mr P's complaint appropriately and I can see it's fairly apologised as well as paying £25 compensation. Nationwide has agreed with the investigator that it should pay a further £50 compensation and I'm satisfied that is a fair and reasonable award for that part of the complaint. I don't think that is the main part of Mr P's complaint and don't think the impact of it justifies further compensation. Mr P didn't suffer any financial loss as result of that mistake, and it amounted mainly to a lack of detail in Nationwide's response.

I'm satisfied that regardless of any access problems Mr P says he had, that he was responsible for managing his accounts. And am satisfied that if the account became overdrawn then Mr P is responsible for any charges. I think Mr P would have received account statements and ought reasonably to have been aware of his account balance and spending. It follows that I don't think Nationwide made a mistake or acted unfairly by applying overdraft charges in these circumstances which would have been applied in line with agreed account terms and conditions.

Overall, I don't uphold the main parts of this complaint, and so can't fairly direct Nationwide pay Mr P £2,500 compensation as he would like.

Putting things right

Nationwide should pay the further £50 compensation it has agreed to pay.

My final decision

My final decision is that I uphold this complaint in part and order Nationwide Building Society to pay Mr P a further £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 July 2023.

David Singh
Ombudsman