

## The complaint

Mr N complains about a Nationwide Building Society direct debit error and subsequent threats and victimisation.

## What happened

There are 2 parts to Mr N's complaint:

### Part 1

Mr N has a credit card with Business A and a direct debit in place for balance payments to be requested from his account with Nationwide.

Mr N's credit card with Business A went unpaid on 20 November 2023. Mr N was dissatisfied and when he tried to find out the reason, he was given conflicting information:

- Nationwide said Business A didn't collect the payment
- Mr N says Business A informed him that Nationwide didn't allow the funds

After complaining to both Nationwide and Business A, he brought a complaint against Nationwide to our service.

However, during our investigation Mr N withdrew this part of his complaint as he discovered Business A rather than Nationwide had made the error.

### Part 2

Mr N feels he has been victimised and threatened by Nationwide for bringing the above and previous complaints. He says they:

- Made false allegations about him without any corroboration
- Threatened to close his account

However, our investigator thought Nationwide had treated him fairly and were justified in giving him a warning.

As Mr N remains dissatisfied with the second part of his complaint, it has been referred to me to look at.

## 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, my decision is to not uphold this complaint and I will explain how I've come to my decision.

I should first say that:

- I was pleased to see that the first part of Mr N's complaint was resolved, and I recognise the non-payment of his direct debit was a frustrating experience for Mr N.
- In cases where information is incomplete, inconsistent or contradictory, I must reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available information.

Mr N's complaint about victimisation and threats is because, when Nationwide responded in writing to his direct debit complaint, they included a section marked 'Your Behaviour' and referred to a 29 November 2023 call, where they said Mr N 'shouted and made unkind comments to our staff'. Nationwide went on to explain that:

- This type of behaviour goes against the account's terms and conditions, and they won't put up with it.
- Customers have the right to feel disappointed, upset and frustrated at times. However, their staff shouldn't have to put up with any form of unacceptable behaviour which includes 'shouting, making unkind comments about their ability to do their job and using aggressive tones'.
- From review, this isn't the first time Mr N had spoken to their staff in an unkind way
- They want to keep a good relationship but must make sure their staff feel safe and supported.
- If there are any further incidents or similar behaviour towards their staff, they might take further action such as closing his account
- They would add an alert to his profile that can be seen for the six months by their staff who deal face to face with customers.
- They've noted Mr N had raised a number of complaints over the last 3 years, which would suggest he'd continued to be unhappy with their services and products. Whilst acknowledging his right to complain, they asked that 'a reasonable expectation and tolerance is kept in relation to the products and services you receive from Nationwide'.
- As it appears they're unable to meet Mr N's expectations he may wish to make alternative arrangements for his banking, with another financial provider.

Mr N considers the above to be unfair and not evidence based, so I first reviewed the file to see if it was fair and reasonable for Nationwide to make these comments and issue a warning to Mr N.

I'm satisfied that Nationwide have a responsibility to protect their staff from inappropriate and abusive behaviour from customers and, in order to do so, they have an internal Verbal Abusive Behaviour (VAB) policy, together with a procedure and process which they've used for their communication. Also, this policy is reflected in the terms and condition of Mr N's account and entitles Nationwide to close an account if abuse occurs. So, just like a customer can consider or choose to close an account so can a bank where it has a reasonable justification to do so.

I then looked to see what had prompted Nationwide's comments and action and whether these were fair and proportionate.

There are file notes which show that:

- A Nationwide staff member chose to submit an incident report following a call with Mr N and escalate a concern about him shouting at her and making rude comments about their competence
- Several other staff members recorded notes of conversations they had with Mr N between 2020 and 2023 where they said he was shouting, aggressive and making rude and / or unpleasant comments about their ability and / or competence

Although no call recordings exist, I think that on balance of probabilities it's more likely than not that Mr N has contravened Nationwide's VAB policy on more than one occasion. I say this because:

- A staff member submitted an incident report complaining about Mr N's conduct which he / she found insulting and upsetting
- Several staff members recorded incidents, between 2020 and 2023, where they found Mr N to be aggressive and / or insulting. Some found this upsetting and warned Mr N about his behaviour before finding it necessary to terminate the call.
- The number of similar records over a 3-year period

From reviewing the file, it's clear that prior to issuing Mr N with a warning, Nationwide analysed their interactions and the above mentioned incidents and considered the impact on Mr N if they closed his account. They also assessed Mr N's use of the account and the frequency of him registering dissatisfaction with their services and how these led to incidents. So, I'm satisfied Nationwide had valid concerns, that it was reasonable of them to take action and they decided to do so in a balanced and proportionate way, stopping short of taking more serious closure action.

Having considered this and the above, although I appreciate Mr N recently had reason to express his frustration, I'm also satisfied that Nationwide's action was fair, proportionate and not victimisation. So, I'm not upholding this complaint.

### **My final decision**

My final decision is that I'm not upholding this complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 13 April 2024.

Paul Douglas  
**Ombudsman**