

The complaint

Mrs F has complained that Nationwide Building Society “Nationwide” sent a savings account card in her name, but to a joint account holder – who Mrs F says is an ex-partner.

What happened

Mrs F held a joint savings account with her ex-partner. Due to an existing savings card expiring, a new one was automatically sent out. But it was sent to the first named account holder, which was Mrs F’s ex-partner – rather than to Mrs F.

After Mrs F was notified of this from her ex-partner, Mrs F complained to Nationwide.

Nationwide issued its final response letter on 29 November 2023 and said that it had not done anything wrong. Nationwide did however explain to Mrs F that she is able to request that the account is either closed or to request that she is removed from the account as an accountholder.

After Mrs F referred her complaint to this service, one of our investigator’s assessed the complaint and they didn’t uphold the complaint.

As Mrs F didn’t accept the investigator’s findings, the matter was referred for an ombudsman’s decision.

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 reviewed everything, I’m unable to uphold this complaint. I will explain why.

Mrs F was a joint account holder of the savings account in question. Nationwide has explained that the savings card that was in Mrs F’s name had expired, and so a new one was automatically sent out. Nationwide has provided a copy of its savings terms and conditions, and in regard to accounts that are held jointly, it says:

“When we send letters, statements, notices or other information, they’ll show the names of all the account holders. Although we may only send them to the address of the first named account holder if the account holders live at different addresses.

So please think carefully about whose name appears first on the account.”

So, where the account holders live at different addresses, Nationwide may send documents to the first named account holder. In the circumstances, I’m satisfied that Nationwide didn’t do anything wrong by sending the savings card to the other joint account holder rather than to Mrs F – given that the other account holder was the first named person on the account.

I appreciate that being notified by her ex-partner about the new card being issued, whilst going through a divorce, caused Mrs F concern - especially because Mrs F says that her ex-partner had been abusive.

However, I can’t reasonably say that Nationwide had acted unfairly or unreasonably in sending the card to the address it had recorded for the first named account holder – in line with the above mentioned joint account procedures. I say this because I can’t see that

Nationwide had been informed about the circumstances surrounding Mrs F's split with her ex-partner, prior to when the card was issued. Had it been informed, Nationwide says one way to avoid this happening is it could've put a block in place, so that the card would've been sent to a Nationwide branch for Mrs F to collect instead.

So as Nationwide was not aware of the circumstances surrounding Mrs F's split prior to her complaint, I can't say that it should've acted differently. But, I can see that Nationwide did explain to Mrs F what actions she could take so that the joint savings account is either closed, or she is removed from it. In my view this is reasonable, as it provided Mrs F with options as to how to avoid this (or something similar) occurring again with the account in question.

So, overall, whilst I do appreciate Mrs F's alarm at what happened, at the same time I'm unable to say that Nationwide had acted unfairly or unreasonably.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 18 June 2024.

Thomas White
Ombudsman