

The complaint

Ms P complains that Nationwide Building Society failed to send her a paper statement from her bank account which was needed to secure a new fixed-rate mortgage deal.

What happened

Ms P brought a complaint to Nationwide when it failed to provide her with a copy of a bank statement from her account. Ms P said she had been trying to secure a new mortgage deal for several months. She had asked for a copy of the bank statement as she was unable to obtain this using the online system. Ms P said she used the chat function several times and she called Nationwide also several times. She said she was promised she would receive a statement by email and post. Ms P said she was told she could not download this from online banking and if she went into a branch she would only receive a statement of transactions. Ms P said her mortgage provider wanted a statement.

Ms P said she lost two low interest mortgage deals during this process because Nationwide failed to provide her with the statement.

In its final response Nationwide said it hadn't done anything wrong with regards to Ms P statements. It said Ms P had annual statement since September 2012 and she had changed to paperless statements on 13 January 2023. It accepted that it had given her incorrect information during a call on 15 July 2023 when it advised her that she would receive a statement she'd requested via email within 10 minutes. It said this was incorrect information as it is unable to send statements directly to her in this way for security reasons. Nationwide arranged to pay her £50 in compensation.

Ms P remained unhappy, so she brought her complaint to this service. She said she didn't understand how Nationwide wasn't at fault. She said she still received no statement even after the complaint had been closed. She said she called Nationwide on 2 August and the person on the phone said he could generate a statement online within 48 hours, but Ms P said by that time she had lost the lower rate of interest for the mortgage deals. Ms P said consequently she was now paying monthly mortgage payments of nearly £200 more per month for the next two years.

Our investigator concluded Nationwide wasn't responsible for Ms P missing out on a mortgage deal. He said the offer of £50 by Nationwide was a fair way to resolve the complaint. Ms P didn't agree and asked for a decision from an ombudsman.

I issued a provisional decision on 28 June 2024. I said:

Ms P has said that she did not knowingly change her statements to paperless and nor did she change the statements to annually. Nationwide sent a copy of the contact log. I can see statements were changed to paperless through online banking on 13 January.

In its final response letters Nationwide said:

Ms P statements had been annual since September 2012.

"The reason you were unable to see statements from January to June on your internet banking is due to your statements being on an annual basis, and the statements we sent every 2 months confirmed on them "You have been sent this additional statement in accordance with the Code of Banking Practice which requires account holders receive at least quarterly statements if there have been card transactions on their account."

"We sent communication to you in November confirming changes were happening to your savings account which included changes to your statement frequency, and if you did want to change them you had until 18 January 2023 to inform us that you wanted to change your frequency. This wasn't done, and from 18 January 2023 your statements reverted to being sent annually."

I've seen a copy of this notification letter. It also said:

*"You may not receive statements as often as before.
At the moment, you'll always get your regular statement every 3 months, and if you take money out of your account, you may also get extra statements. Going forward, we'll only send you your regular statement.
If you'd like to change how often you receive a statement, you have up until 18 January 2023 to let us know, either in branch or through the Internet Bank, whether you want one:
every month
every 3 months
every 6 months
every year."*

Ms P has said she was receiving regular statements. The November letter confirms that Ms P would "always get your regular statement every 3 months". So it's possible Ms P wasn't aware that her statements were already annual if she had been receiving them more regularly than that. And I'm persuaded it wasn't clear from the November letter that she wouldn't be receiving statements more regularly.

I've listened to two calls between Nationwide and Ms P from 15 July 2023. Neither of the two advisers on these calls were able to explain why Ms P hadn't received a statement since January. Nationwide offered Ms P £50 compensation for the incorrect information given to her during the first call. But it appears that the statement generated from the second call also wasn't what Ms P had asked for – including the most recent three months.

Ms P said she was told during one of these calls that she could get a list of transactions from the branch but I didn't hear this. The first part of the second call was missing as the call was passed to a second advisor. I'm not disputing Ms P was told this but I'm not able to confirm.

I've also listened to the complaint call from 25 July. During this call Ms P appears frustrated that she's unable to get an up to date statement for her account in order to take advantage of favourable mortgage offers. Her frustration is understandable as the advisor appears unable to answer Ms P's reasonable questions about this.

The advisor on the complaint call does explain to Ms P that she can get a list of transactions from the branch which will include her name and address. But she offers no reassurance to Ms P's challenge that the information she would get at the branch would assist in getting the mortgage as it wasn't an actual statement. By the end of this call Ms P appears to still not be in a position to have an up to date statement.

I asked Nationwide what Ms P would have received had she gone into branch to

request a statement suitable for the purposes of getting a mortgage. It said the branch would've printed off the list of transactions and this would've contained Ms P's account number, name, and address. It said the branch would've also 'branch stamped' it to show it was a Nationwide statement.

Nationwide also told this service that statements for Ms P's account were set up to be issued annually. However, it was changed by the complaint handler and Ms P has been issued monthly statements since August 2023.

I'm satisfied that Nationwide hasn't acted fairly towards Ms P. I'm persuaded it wasn't clear to Ms P that she was already on annual statements and the November letter indicated she would receive statements every 3 months. The advisors on 15 July weren't able to explain Ms P's statement frequency nor were they able to provide her with the statement she needed. Despite Ms P asking how she could get a statement the advisors didn't explain that had she gone into branch she would've received a list of transactions that would be 'branch stamped', thus providing authority to the document, suitable for the purpose of securing a mortgage. And it's not clear to me why either advisor wasn't able to change the statement frequency to monthly and produce a statement given that the complaint handler was able to do this. So I understand Ms P's frustration and confusion during the calls. Nationwide offered Ms P £50 compensation, but I think it should go further. Subject to any further information I might receive I'm minded to instruct Nationwide to pay Ms P a further £150 for the distress and inconvenience caused.

Ms P said she contacted Nationwide frequently before 15 July for a statement. Nationwide told this service that when a member contacts it and requests a statement, there will be a footprint/record of this on their contact notes. It said after checking its systems, there isn't a record that Miss P contacted it requesting for a statement and there is no statement request submitted by one of its agents before 15 July 2023. I'm not disputing Ms P but I've seen a copy of the contact notes and I can't see any records of contact before 15 July on this subject.

Ms P said she was unable to secure the more favourable mortgage deal she was after and is now paying £200 more a month for the next two years. I'm sorry to hear this. And I can understand how frustrating this must be. When a person applies for a mortgage the lender decides based on their own lending criteria. And the information it uses is taken from several sources. I'm not disputing Ms P when she says she has lost out but I'm unable to say without any evidence that the statement delay specifically caused Ms P to lose the mortgage rate she wanted. So it wouldn't be fair for me to hold Nationwide accountable. I realise this isn't the news Ms P wanted but, subject to any further information I might receive, I won't be asking Nationwide to do anything further related to any financial loss that may have been caused due to Ms P losing the mortgage rate.

Subject to any further information I might receive I was minded to instruct Nationwide to pay Ms P the £50 it offered in compensation, unless it had already done so, plus a further £150 compensation for the distress and inconvenience this has caused.

Both parties accepted my provisional findings. Nationwide provided some additional comments.

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.

Nationwide reiterated some points it had already made – including that Ms P set up paperless statements on 13 January via online banking and she didn't contact it for a copy of her statement until 15 July. But it went on to say that while it did not reassure Ms P that branch authenticated statements would be acceptable when this was challenged, it isn't something it could fully comment on because it depends on the other lender's requirements. In my provisional findings I did indicate that the branch stamped document would be *suitable for the purpose of securing a mortgage*. Nationwide is right to point out that this depends on the other lender's requirements. Had Ms P obtained such a document it would've of course been for her to check with the new lender that it was a suitable type of statement.

Nationwide said it paid £50 to Ms P and is happy to pay the remaining £150 compensation.

As both parties accept my provisional findings I see no reason to depart from its conclusions.

Putting things right

To put things right Nationwide Building Society must pay Ms P a further £150 compensation for the distress and inconvenience this has caused.

My final decision

My final decision is I uphold this complaint and Nationwide Building society must put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 11 September 2024.

Maxine Sutton
Ombudsman