

The complaint

Mr and Mrs H complain Nationwide Building Society gave them incorrect information about an international payment to their account and this has resulted in inconvenience and loss to them.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here.

Our investigator issued three views, in all of which he upheld Mr and Mrs H's complaint. But with differing recommendations on the compensation which should be paid.

Mr and Mrs H remain of the view that, in addition to compensation for distress and inconvenience, they should also receive a payment to compensate them for the loss of interest on the sum of money involved in this transfer.

I'll now focus on giving my reasons for my 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 done so I agree with the final conclusions of the investigator for these reasons.

There's no dispute between the parties that Nationwide made mistakes here. It accepts although it had received and returned the payment in question - due the beneficiaries name being incomplete - it repeatedly gave Mr and Mrs H inaccurate information. Particularly in the call logged at 16.24 on 3 May 2024. Nationwide record confirming to Mr and Mrs H in this call that it had neither received or rejected any payment for this amount into their account and advised they needed to contact the sender. It's now accepted Nationwide had received the payment at this point.

The internal screen shot Nationwide sent this service - after the investigators second view - shows, after a final check, the decision was made to return this payment made at 13.37 on 3 May 2024. Nationwide say the payment would've been sent back in 20 minutes from this point. And that for any payment to be processed on the same working day it would have to be received back by Nationwide before 3pm.

I know Mr and Mrs H remain of the view that had they been given the correct information on 3 May 2024 - once the security checks and final decision had been made - the error could've have been addressed and the funds reached their account a day sooner. But, on the evidence before me, I'm afraid I can't know for certain that would have happened if Nationwide had given Mr and Mrs H the correct information then.

Where I can't know exactly what's gone on, I've got to make a decision about what's most likely to have happened, based on balance of probabilities. There were multiple factors at

play here, not least the originating overseas bank who sent the payment being able to correct the mistake with the beneficiary's name. And there was only a very short window in which to resolve this before 15.00 that day. Given this, on balance, even if the correct information had been given, I'm not satisfied this payment would have been repaid to the Nationwide account by 15.00 that same day. So, I don't think it fair or reasonable to ask Nationwide to make payment to compensate for loss of interest that Mr and Mrs H seek.

I appreciate Mr and Mrs H have suffered inconvenience and worry as a result of the misinformation. And they should be compensated for this. The amount of £200 is the sort of award I'd have suggested had it not already been proposed by our investigator.

I anticipate Mr and Mrs H will be frustrated with the situation as I can see they've done everything requested of them in the circumstances, including later providing documents Nationwide asked for, promptly, when funds were received on 8 May 2024. And I don't dispute what they've told us about their branch visit in mid April 2024 to notify Nationwide of the transaction, the amount involved and the assurances they say they were given about the funds coming from a reputable source. But that's not why the payment was rejected here. It was due to a problem with the beneficiaries name - something that Nationwide had no control over.

So, for these reasons, I uphold this complaint and think payment of £200 to Mr and Mrs H for the distress and inconvenience is fair compensation.

Putting things right

Nationwide Building Society should pay Mr and Mrs H £200 compensation for giving them incorrect information about the payment it decided to return on 3 May 2024.

My final decision

My final decision is that I uphold this complaint. Nationwide Building Society should pay Mr and Mrs H £200 compensation for giving them incorrect information about the payment it decided to return on 3 May 2024.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 4 November 2024.

Annabel O'Sullivan
Ombudsman