

## **The complaint**

Mr L complains that Nationwide Building Society failed to complete new Individual Savings Accounts (ISAs) for him, forcing him to return to the branch the next day when the interest rate had decreased.

## **What happened**

On 16 October 2023 Mr L attended a branch of Nationwide with a view to opening ISAs for himself and his wife and daughter. The adviser told him that the applications couldn't be completed as it didn't have the details of his financial adviser on the system. It was agreed that he would come back the next day to complete the applications.

On the following day Mr L attended with his wife and daughter. He was able to open two ISAs in his name, one at a fixed rate for two years and the other at a fixed rate for one year. His wife and daughter also opened ISAs on the same day.

Nationwide admitted that its adviser had made an error in not being able to find the financial adviser's name on its system. So it agreed to backdate Mr L's ISAs to 16 October and at the interest rates that applied on that day. It offered Mr L £50 for the inconvenience. Also it said that as Mr L had no authority to act on behalf of his wife and daughter, it would not agree to backdate their ISA's.

On referral to the Financial Ombudsman Service, our Investigator said that taking into consideration the fact that Nationwide had backdated his ISAs, the compensation offered was fair and reasonable.

Mr L did not agree, pointing out that Nationwide had declined to provide his wife and daughter with the same interest rate.

## **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.

I should make it clear that this decision concerns Mr L's application for ISAs *only*. As our Investigator has explained, Mr L's wife's and daughter's complaints would need to be dealt with separately. This is because, although they may give him authority to complain to this service on their behalf they are separate complaints from Mr L's. This means that I won't in this decision consider the issue of whether or not Mr L had authority to act on his wife's and daughter's behalf in respect of his dealings with Nationwide. I understand that he has told our Investigator that he wouldn't be proceeding with his wife's and daughter's separate complaints, but that does not change the fact they can't be dealt with under this complaint.

So the issue that I have to decide is whether Nationwide made an error in not registering Mr L's ISAs on the first day he visited the branch. And if so what compensation it would be reasonable for it to pay.

The financial adviser was recorded on Nationwide's system. I think it's clear that had Nationwide's adviser on 16 October managed to find the financial adviser's name on the system Mr L would have been able to take out his ISAs on that day. So I think it did make an error and caused Mr L inconvenience.

The inconvenience caused was that Mr L had to go back the next day. I do think though that the £50 offered for this was fair and reasonable. Again I would emphasise that this concerns Mr L's complaint only.

By the following day, the interest rates applicable to the ISA's Mr L took out had decreased. So there was a possible financial loss. However Nationwide agreed to backdate both ISAs to the previous day so that Mr L did not lose out. Again I think that was fair and reasonable.

### **My final decision**

Nationwide, having honoured the original interest rates, has already made an offer to pay £50 compensation to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Nationwide Building Society should pay £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 2 January 2024.

Ray Lawley  
**Ombudsman**