

The complaint

Mr D complains that Nationwide Building Society won't make reasonable adjustments to allow his carer to pay cash into his account on his behalf.

What happened

Mr D wanted to pay cash into his current account with Nationwide. Because Mr D is disabled and due to his particular circumstances, he wants his carer to be able to do this for him. His carer was able to do this once, but then Nationwide said that they couldn't do this because there were limits on the amount of cash that could be paid in. Mr D's account was then blocked because Nationwide had concerns about the transactions.

Mr D wasn't happy with this. He said that Nationwide were acting unfairly and not in line with the Equality Act. He felt that Nationwide should issue his carer a second card for his account which would allow her to deposit cash into his account without any problems. Nationwide said it didn't offer this though and advised Mr D to speak with its Special Services Team. Despite trying to do that, this team didn't contact him when it said it would.

When Mr D complained about this, Nationwide apologised for the team not calling him back and offered him £50 for the impact this had. It explained that it doesn't offer second cards for carers. But it does have several other options that Mr D could use. It mentioned power of attorney, applying for a joint account, or a third party mandate.

Mr D wasn't happy with Nationwide's response and brought his complaint to this service. Our investigator looked into it and felt that the options Nationwide had suggested were reasonable. Mr D disagreed and said that none of the options were reasonable for him. So the complaint was passed to me to decide.

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.

Mr D says that Nationwide has failed to make reasonable adjustments for him to do what he wants to do with his account. Specifically, that he wants to be able to pay in cash to his account by allowing his carer to do so. Mr D feels that by not letting him or his carer do this in the way he wants, Nationwide has failed in its duty under the Equality Act 2010.

I've taken the Equality Act 2010 into consideration when deciding this complaint – given that it's relevant law – but my decision here is ultimately based on what's fair and reasonable in all the circumstances, in line with our role as a quick and informal dispute resolution service. If Mr D continues to feel strongly that Nationwide has breached this act, then that is something he'd have to take to court. This service is a free to use alternative to the courts, but we don't have the same powers.

Here, the issue is not that Nationwide hasn't suggested any adjustments for Mr D – it's that he feels that the options it has suggested aren't reasonable for him. Mr D wants his carer to

be able to pay cash into his account. Nationwide says that, while that may have been allowed on occasion in the past, its policy is generally not to allow a third party to deposit cash into a customer's account. I think that's reasonable here, because there are risks involved in allowing someone who isn't formally authorised by Nationwide to deposit funds into a customer's account.

Nationwide is entitled to take steps and create policies to mitigate risks like this. So when it says that Mr D's carer can't pay in cash on his behalf, I think it's entitled to take this position. Mr D's carer isn't formally authorised to operate the account, or to act on Mr D's behalf in taking this particular action with Nationwide.

But Mr D's situation makes him vulnerable and he's explained to Nationwide why he wants his carer to be able to do this. His preferred solution is that his carer is given a second card, linked to his account. Nationwide has said that it simply doesn't provide second cards in this way. So I don't think it'd be fair to expect Nationwide to do that here. But it should try and help Mr D do what he wants. So with that in mind, I've thought about what Nationwide has suggested.

Nationwide needs to show that it is suggesting and willing to make *reasonable* adjustments. I know that Mr D has told us that other banks operate differently in respect of how they let people pay money into accounts, but I have to consider the individual circumstances of his complaint against Nationwide.

Nationwide has put forward three options:

- a power of attorney for his carer
- a joint account with his carer
- a third party mandate

Mr D has explained why none of these options work for him. While I realise that these may not be his ideal solutions to the issue, I think these are all reasonable suggestions to enable his carer to pay cash in for him as he wants. In my view, these balance what Mr D wants, with also enabling Nationwide to follow its policies and procedures around risks too.

Mr D is unhappy that the option of a third party mandate is only valid for 12 months and can't then be renewed. Nationwide has explained that this is its policy and I think it's reasonable for it to rely on that here. I say this because in providing a mandate of this nature, things can change over time – for example, Mr D's carer may change. I think relying on that policy here reflects that, so I don't think it's unreasonable.

While no one of these suggestions may be ideal for Mr D, I think they are all reasonable adjustments in the circumstances. For example, Mr D could get a third party mandate for now, allowing for his carer to deposit cash in the short term and then make the relevant enquiries about a power of attorney – as a longer term option - while that's in place. But ultimately that's a matter for Mr D to decide.

In terms of the fact that Nationwide said that it'd call Mr D and then didn't – that's unhelpful and would have clearly caused him some confusion and frustration. Nationwide has offered £50 and so, if it hasn't paid this already, it should now pay this. But I make no further award here.

My final decision

My final decision is that Nationwide Building Society should pay Mr D £50 for the impact of not calling him when it said it would – if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 April 2023.

James Staples
Ombudsman