

## **The complaint**

Mr N complains Nationwide Building Society (“Nationwide”) closed his accounts without explanation and didn’t make reasonable adjustments given his dyslexia.

Mr N says Nationwide’s actions have caused him substantive distress and inconvenience for which he should be paid £200 compensation.

## **What happened**

The details of this complaint are well known by both parties, so I won’t repeat them again here. Instead, I’ll 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’ve decided not to uphold this complaint. I’ll explain why.

Regulated businesses in the UK, like Nationwide, are strictly regulated and must take certain actions in order to meet their legal and regulatory obligations. They are also required to carry out ongoing monitoring of an existing business relationship. That sometimes means regulated businesses need to restrict, or in some cases go as far as closing, customers’ accounts.

Nationwide reviewed and restricted Mr N’s account. Based on the information it’s provided, I’m satisfied it did so in line with its obligations.

Nationwide is entitled to close an account just as a customer may close an account with it. But before Nationwide closes an account, it must do so in a way, which complies with the terms and conditions of the account.

The terms and conditions of the account, which Nationwide and Mr N had to comply with, say that it could close the account by giving them at least two months’ notice. And in certain circumstances it can close an account immediately or with less notice.

The information Nationwide has provided me shows it gave Mr N three months’ notice it was closing his account. And during this period he had access to his accounts to make alternative banking arrangements.

Nationwide has explained to me why it took the actions it did. Having carefully reviewed this, I’m satisfied it acted fairly in closing the accounts in the way it did. I can understand why Mr N would like a detailed explanation, but Nationwide isn’t obligated to do so. I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from banks or building societies as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information Nationwide has provided is information we consider should be kept confidential.

Mr N says Nationwide failed to tailor its communications and actions in line with the reasonable adjustments required given he had told them in branch around ten years about this. Nationwide say it has no record of Mr N having dyslexia or being told about it on its systems. Given there is no evidence to say Mr N had asked for any reasonable adjustments, I'm unable to make a finding on this point.

I note too, that Mr N hasn't said how Nationwide could have tailored its communications, and from what he's said I can see he was aware of the accounts being closed and the notice he'd been provided about this. I've already said Nationwide hasn't done anything wrong in closing his accounts in the way it did.

I can appreciate that the closures may have caused him distress and inconvenience and exacerbated his condition – but Nationwide were acting in line with its terms of account and wider obligations when doing so.

Mr N has suggested that the failure to make any reasonable adjustments is discriminatory given the provisions of the Equality Act. It's not my role to decide whether discrimination has taken place as a matter of law – only the courts have the power to decide this. But I have considered the relevant law in relation to what Mr N has said when deciding what I think is the fair and reasonable outcome. Part of this has meant considering the provisions of The Equality Act 2010. But after doing so, I've not seen evidence to indicate Mr N was treated unfairly.

As I don't think Nationwide has done anything wrong, I see no basis to award any compensation for any distress and inconvenience Mr N may have suffered.

### **My final decision**

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 15 November 2024.

Ketan Nagla  
**Ombudsman**