

## **The complaint**

Mr M complains that Nationwide Building Society has changed its mobile banking app provided to customers and this has removed features that were formerly of use to him.

## **What happened**

Mr M said Nationwide replaced its 'Android Banking App' with one lacking a number of previous features. He objected to the removal of the 'money in / money out' balances which showed the total of transactions for the rolling month. Mr M said this was a handy budgeting tool. After several unsuccessful interactions, Mr M complained to Nationwide.

Nationwide did not uphold the complaint, saying it hadn't done anything wrong as it had made a 'business decision' to update and change its app. It said it wouldn't be able to change the app back to its previous version.

Mr M said Nationwide failed to provide an impact assessment to show its decision was properly considered and in line with the rules, namely the Financial Conduct Authority's (FCA) Consumer Duty concerning the delivery of good outcomes for retail customers (including vulnerable customers). And the Equality Act 2010 (s.19), indirect discrimination against the protected characteristic 'race' (including nationality – non-English speakers).

Mr M said the new app lacked functionality and review ratings had plummeted as customers pointed out errors with its connectivity; monies not adding up; changes to the interface; unresponsive buttons; removal of the 'money in / money out' bars and graphics helping with budgeting, and balances using huge font making users uncomfortable with viewing in public.

Mr M said by introducing an app which constantly crashes Nationwide made payments more difficult as online payments usually need app authorisation and for all reasons given it is in breach of the requirement for 'providing good outcomes for customers'.

Mr M explained that Nationwide's refusal to adjust its app breached the Equality Act 2010 as that forbids actions which may discriminate against a group of people sharing protected characteristics if it disadvantages them. He said one of the protected characteristics is 'race' by which the Equality Act also understands 'Colour; nationality; ethnic or national origins'. He said Nationwide are forcing customers to use its contact centre rather than the app and disadvantages non-English speakers who may not have language skills to ring its call centre.

Mr M referred his complaint to our service. Our investigator didn't recommend the complaint be upheld. She said Nationwide updated its banking app as it is entitled to do, and it isn't our role to tell a bank the format of services to customers. She said Nationwide is entitled to make changes to its app to ensure it prevents fraud and keep customers' money safe, whereas previous versions may not be so effective and would no longer be made available to customers.

Mr M wasn't happy with this outcome and requested an ombudsman review his complaint. He said the investigator had failed to consider possible breaches of the Consumer Duty.

## **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 M said everything about Nationwide's update of its banking app was worse than its predecessor. He said it often doesn't work and when it does it shows less on each screen and doesn't show the account balance after each transaction. Mr M asked if he could access the old app as an alternative as he is unable to budget due to the removed features.

Nationwide said it is within its rights to update the banking app and the options Mr M wants are only available on the nationwide.co.uk platform including statements. Nationwide said it uses internal and external tools to monitor crash rates for the app and over the previous year, the crash rate has decreased significantly on all platforms. Regarding stability in general, Nationwide said it isn't aware of any issues that have significantly affected app stability or user experience in either the new or old app.

I sympathise with Mr M for the loss of use and disadvantages he's listed in using Nationwide's revised app. However, I agree with our investigator that we can't prescribe any set format or design that a business has to follow in offering their services to customers. The reason for this is that businesses are entitled to use their commercial discretion in deciding how to present information to customers without interference from others.

Mr M makes reference to breaches of the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding his complaint, because it is relevant law. But our service is unable to make findings on whether or not the way a business has operated or the service it has provided constitutes discrimination under the Equality Act 2010. If Mr M wants a decision that Nationwide has acted in a way that amounts to unlawful discrimination, then he'd need to go to court.

In respect of the Equality Act, Mr M has mentioned the impact of the changes to the app on non-English speaking customers, and negative feedback from Nationwide's customers generally. I have to focus on Mr M's complaint and the impact on him, rather than his concern about others. As I have said, Nationwide is allowed to decide what information to present on its app, and how this will be presented and can't guarantee that any of its customers won't experience problems from time to time, though there's no evidence that Mr M has experienced regular crashes of the app. I haven't seen anything to suggest that Nationwide has discriminated against Mr M in the provision of the app.

Mr M says the functionality of the app means Nationwide breaches the Consumer Duty by not providing good outcomes for customers, as customers evidently don't like the app. Nationwide has told us that it monitors crash rates both internally and via data provided by other organisations and has found that crash rates have decreased significantly over the last year and isn't aware of any issues affecting the app's stability.

Our investigator has set out a response to each of Mr M's points concerning the functionality of the app, which I have reviewed and agree. Mr M has said the function to view statements is no longer available, but Nationwide said the app has never had this feature. The point here concerning the provision of good outcomes for customers is that the app isn't the only way for customers to access their account information and so Nationwide hasn't acted unfairly by changing its features. In other words, I can't say the removal of the features that Mr M values has hindered him from managing his financial objectives, or that it causes him foreseeable harm, as he is still able to gain this information by other means with Nationwide albeit I take his point about the convenience of using the app versus by laptop.

So far as I am aware, Nationwide has worked to avoid foreseeable harm from its app is trying to enable and support customers to pursue their financial objectives. I think Nationwide has acted in good faith in the provision of its app and because I have found that Nationwide has treated Mr M fairly and reasonably it follows that I disagree with him that Nationwide's new banking app breaches the rules to which he has referred. As I haven't

found that Nationwide has acted in error in the provision of its app, I have no reason to uphold this complaint.

Nationwide is currently investigating how to introduce more tools in the app to help customers understand their spending and budget better, in a way that is fully accessible. It seems likely that Nationwide will change its app again in the future and I'm pleased to note that it is looking at the design and thinking about ways to improve its customers' experience. I hope this means that Mr M will gain greater use from the app in future.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 December 2024.

Andrew Fraser  
**Ombudsman**