

The complaint

Mr and Mrs H complain that their joint application for an online only account was unsuccessful. They also complain about the terms. Nationwide Building Society has said Mrs H would need to open a sole account, but as Mr and Mrs H didn't think Mrs H would receive the support she requires for her technology or language needs from an online sole account application, they believe this is unfair.

What happened

Around 22 September 2023, after opening a Flex Regular Saver account in his sole name, Mr H made two attempts to open a joint Flex Regular Saver account with Mrs H, but the application was declined both times. He says he called Nationwide and was told there were known technical issues and that he should try again after the weekend. He says he did as he was advised, but encountered the same problem.

Mr H says he called Nationwide again but was told the joint application had been unsuccessful due to limitations with the product he and Mrs H had applied for. He was told Mrs H would need to apply for her own, sole account. But, Mr H says, due to the account being online only, there was no option for Mrs H to be supported through the account opening process.

Mr H complained to Nationwide that he and his wife were being prevented from opening a joint savings account together. He said he didn't understand why, and hadn't been given an explanation. He added that he didn't think the process was facilitating. Nationwide told Mr H that he couldn't open a joint account with Mrs H because he already held a sole account. It said this was in-line with the terms and conditions of the account which stated customers could only have one Flex Regular Saver each.

Mr and Mrs H were not satisfied with Nationwide's response and so they brought the complaint to our service. They expressed unhappiness that the first agent Mr H spoke to hadn't told him that he and his wife would be limited to just one holding of the product each. He felt this lack of information indicated that Nationwide's staff didn't understand the limitations of its products. In their complaint form, Mr and Mrs H also explained they felt excluded and discriminated against by Nationwide.

Mr and Mrs H said they were unhappy that Nationwide hadn't made any allowance for vulnerable customers who struggle with online banking, or who have language needs – such as Mrs H. And that two accounts were different to a joint account as a joint account was only allowed half of the combined sole accounts' savings benefits each month. They said these were inconsistent outcomes.

Mr and Mrs H said the terms of the account were unfair and unclear, preventing customers from making informed decisions. They also raised concerns around the customer journey, saying there was friction and obstacles for customers. They said Nationwide's sludge practices created frustration and its IT system failure had resulted in disruption. They also expressed dissatisfaction with the template Nationwide used for its written response to his and Mrs H's complaint.

Our Investigator looked into things but couldn't see that Mr and Mrs H had raised their complaint points about Mrs H's support needs and their concerns around disadvantages for joint account customers with Nationwide. And so they felt Nationwide hadn't been given a chance to address these points before they came to our service. Mr H subsequently complained to Nationwide about these elements separately, also voicing unhappiness at these points being missed from his initial complaint response from Nationwide.

Our Investigator proceeded with their view on the elements covered by Nationwide's first response, namely the difficulty in applying for a joint Flex Regular Saver and the information given by Nationwide's agents around the same time.

The Investigator said the account's terms were clear about customers having only one Flex Regular Saver account in their name. They found the terms to be easy to find, and said they were accessible prior to application. As such, they indicated they'd found no issues with the terms or Mr and Mrs H being limited to just one account in either of their names.

As part of their view, the Investigator also addressed Mr and Mrs H's concerns about discrimination. They said it was for the courts, not our service, to determine whether discrimination had occurred. But, having reviewed all the information available to them, they couldn't see that Nationwide had shown any bias in its dealings with Mr and Mrs H. Instead, the Investigator felt the issues experienced were products of misunderstandings about there being technical system issues. The Investigator also answered concerns brought by Mr H about his sole account application – however these concerns have been dealt with in a separate decision.

The Investigator upheld the complaint in part, finding that Mr and Mrs H made multiple, unsuccessful applications due to misinformation around Nationwide's systems. As there were no call recordings available of Mr H's initial call with Nationwide, the Investigator said they couldn't determine whether Nationwide's staff were unaware of the product's limitations. But, they added, they didn't have any evidence which persuaded them that a call, as described by Mr H, *didn't* take place. They recommended Nationwide pay Mr and Mrs H £100 to address the impact.

Nationwide disagreed with the investigator's opinion. It provided evidence to show it had no record of Mr H speaking with an agent prior to making his webchat complaint. but, it said, had he done so and been told there were technical issues, this information would have been correct, as there was an issue at the time.

This persuaded the Investigator that Nationwide hadn't done anything wrong in relation to the case and so they issued a second view explaining this. In their second view, the Investigator explained they had previously relied on Mr H's testimony as no call recordings could be provided, but the additional information Nationwide had provided helped build a timeline of events, and they no longer thought Nationwide had done anything wrong.

The Investigator felt that Nationwide's evidence meant they could no longer be sure when Mr H spoke to its agents about the application attempts. They said this was important because of the issues Nationwide was encountering with its systems at the time. They said they were now satisfied the correct information had been given to Mr and Mrs H about their account application, and so the Investigator said they would no longer be upholding the complaint.

Mr H didn't agree with the Investigator's opinion and asked for the complaint to be passed to an Ombudsman to decide.

Meanwhile, Mr and Mrs H received a further complaint response from Nationwide on the

elements the Investigator didn't feel they could look into as part of this complaint. One of those elements related to the way the complaint had been handled by Nationwide – this has been dealt with separately by our service and won't be commented on in this decision.

But Nationwide also answered points relating to the support it had given Mrs H, as well as Mr H's concerns about account holders being disadvantaged by having a joint account, rather than one account each.

Nationwide didn't think it had done anything wrong on either of these points. It said it was unable to offer assistance for people with language barriers when using online services and that it wasn't a service it currently offered or could facilitate. It also said it was satisfied that the terms of Mr and Mrs H's savings account said consumers could only be named on one Flex Regular Saver at any one time. It said it didn't think it had made an error.

When the case was passed to me to decide, it became apparent that Mr and Mrs H hadn't yet had a full answer from our service on the two points mentioned above. But, as both of these points relate to the application issues detailed earlier, I commented on them as part of a provisional decision. I should also point out that only matters arising from Mr and Mrs H's joint account application are addressed in this decision.

As mentioned, I issued a provisional decision on the matters above. It said:

'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'm not minded to uphold this complaint. I'm aware this will come as a disappointment for Mr and Mrs H, so I've explained the reasons for this below.

Mr and Mrs H weren't successful in their joint Flex Regular Savings account application because Mr H already had the product, and customers are only allowed one of these accounts each. The terms state:

'Your account can be in sole or joint names and you can have a maximum of two joint account holders. Only one of the account holders must have a Nationwide current account. Otherwise, all account holders must meet these conditions to hold the account.

You can only be named on one Flex Regular Saver account at any time.'

The terms are easily accessible online and were available at the time of sale, giving both Mr and Mrs H the information they needed to make effective decisions. In addition, I consider the terms to be clear, fair and not misleading. The main issue preventing Mr and Mrs H's successful application was that, in applying for a joint account with Mrs H, Mr H would have sought to be named on two Flex Regular Saver accounts. This was against the terms of the account, as detailed above. So, I don't currently think Nationwide did anything wrong in declining the joint account applications.

I've considered Mr H's comments around speaking with Nationwide regarding the joint account application, and the information he was given – namely, that there was a known technical issue and that he should try again.

Nationwide has shown it has no record of a call from Mr H up to and including 22 September 2023 – when he attempted to open a joint account with Mrs H. A webchat transcript shows he complained, via webchat, to Nationwide the same day. In the chat, Mr H said he hadn't been given an explanation as to why he wasn't able to open a joint account, only that he has

been told he couldn't open one. There is no mention of a call or advice that the joint account wasn't opened due to a technical error.

Mr H's online banking log shows two failed account applications on 22 September 2023, with the reason displayed as 'Eligibility'. These failed applications were in quick succession – both taking place in the morning, on the same morning as the webchat. Nationwide has a record of a branch manager calling Mr H on 26 September 2023. No notes were left, but Nationwide says it issued its complaint response just after this call and so I think it's more likely than not that this call was regarding Mr and Mrs H's complaint. The complaint notes say it was explained that only one Flex Regular Saver could be opened, and that this was the reason the joint application was declined. So, based on what I've said above, I'm minded to say it's more likely than not that the correct information was provided to Mr H about his joint application.

I've thought about Mr and Mrs H's concerns around discrimination, particularly in relation to Mrs H's technology and language needs. I think it's important to mention that we are an informal dispute resolution service, meaning we don't have the power to decide whether or not Nationwide has discriminated against Mr or Mrs H under the Equality Act 2010 – only a court can do this. Instead, whilst I've taken into account the relevant law and regulation, I've ultimately decided this case based on what I consider to be fair and reasonable.

Mr H has said Mrs H would generally conduct her banking in branch, speaking in English to branch members, and would be supported by those staff members when completing an application. This, Mr H says, allows her some degree of independence. He added that all Nationwide needed to do to support Mrs H was to accept a sole application in branch where a member of staff could help her set up an account.

However, Mr H has also said Mrs H isn't fluent in English, that she struggles with technology, and that they have previously experienced issues when Mr H has tried to manage accounts for Mrs H. He added that Mrs H is more comfortable discussing financial matters in person, where branch staff can provide immediate clarification and that this personal service is excluded for online-only accounts.

As Mr and Mrs H initially attempted an online application for a joint account, I've proceeded on the basis that this is what they intended to do at the time, and that Mr H had accepted a degree of responsibility for Mrs H's understanding of the account, and its use. I say this because of Mr H's comments around Mrs H's fluency in English and her ability to use technology.

Before I continue, it may be helpful to note that my role here is to think about the individual circumstances of this particular complaint, rather than to consider Nationwide's broader policies or business practices as a whole. In short, I must decide whether Nationwide did something wrong in relation to the matters detailed in this complaint, and, if it did, whether that caused Mr or Mrs H to lose out as a result.

This account can only be opened online and I don't think there's anything inherently wrong with Nationwide choosing to offer this product through online channels only, provided it does so fairly – and by 'fairly', I mean for the purpose of deciding how this policy affected

Mr and Mrs H. Nationwide has told our service that its branches can support Mrs H with the management of her account, should she struggle to use online or mobile banking services. But, as she isn't fluent in English, she'd need to bring her own translator to ensure she can understand everything being discussed. With that in mind, I've considered the fact that, as previously mentioned, an online application for a joint account was made. And so I think it's reasonable to expect that Mr H would have supported Mrs H to some degree in that

application – just as a member of branch would have had to do, and just as Mr H would have to do in a sole application for Mrs H. So, because of this, I don't currently think Nationwide has treated Mrs H unfairly.

It remains that Mrs H is free to open a sole account if she chooses, and this would likely require support from one party or another, thereby limiting her independence regardless of which method she chose, but not excluding her from the product. Because of this I'm not minded to say Nationwide's account application criteria unfairly caused Mr or Mrs H to lose out.

And so it follows that, should Mrs H open a sole account, Mr and Mrs H's complaint about the outcome of having a joint account, rather than two sole accounts, falls away. I say this because with each party having a sole account, they would be able to maximise their own savings allowance. And, given what I've said about my role being to review the individual circumstances of this complaint, and about how Mr and Mrs H have been affected, I'm not minded to say they've unfairly lost out here, either.

So whilst I understand Mr and Mrs H's concerns, and acknowledge Mr H's frustration around the points that have been raised, I don't currently think Nationwide needs to do anything in relation to this complaint.'

Nationwide responded to my provisional decision to say they accepted my findings. Mr and Mrs H didn't respond.

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 see no reason to depart from the findings set out in my provisional decision. I say this as neither party have submitted anything further for me to consider, and so nothing has been presented which could persuade me a different outcome would be fairer in the circumstances.

My final decision

My final decision is I do not uphold this complaint.

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 14 March 2025.

James Akehurst
Ombudsman