

The complaint

Mr B complains that Nationwide Building Society (“Nationwide”) mis-sold a packaged bank account to him.

What happened

Mr B had a FlexPlus account – a fee paying packaged bank account – with Nationwide that he opened online in January 2018. Mr B said that he visited a Nationwide branch before setting up the account and was told by a member of staff to set it up online. The packaged bank account had a number of benefits attached to it, one of which was travel insurance.

In March 2023 Mr B cut short a holiday abroad, which he says was due to ill health. He then made a claim under the travel insurance policy that was declined. So Mr B complained to Nationwide about the claim being turned down, about the packaged bank account being mis-sold to him and about a lack of provision for dyslexia. Mr B said he thought the travel insurance policy would be fully comprehensive and thought the terms weren’t clear enough.

Nationwide responded to Mr B’s complaint in May 2023. It said all FlexPlus accounts were sold on a non-advised basis. It said it was Nationwide’s responsibility to provide enough information to enable Mr B to make an informed decision about the account best suited to his needs, and it believed it did this.

Nationwide said that when Mr B was opening the account online, he would have been prompted to consider his needs and to confirm he had understood all of the available information about the account and associated insurances before the application could have been completed.

Nationwide also said that there is no evidence to show Mr B’s application was discussed with a Nationwide representative in branch. It said if Mr B hadn’t understood something to do with the account then he could have contacted Nationwide with a query. It said there was no evidence to suggest he did this.

Mr B remained unhappy and so brought his complaint to our Service. He said Nationwide failed to adequately explain the features, terms and conditions and full costs associated with the packaged bank account and had concerns about Nationwide’s lack of support for dyslexia. He said he relied on reasonable adjustments to understand complex financial data. Mr B felt that denial of this support was against the Equality Act 2010 and led to him making uninformed decisions.

Our Investigator looked into Mr B’s complaint but said he thought Nationwide hadn’t acted unfairly in relation to Mr B being dyslexic. He also said he thought it had shared clear enough information about the account features during the application process.

Mr B was unhappy with what our Investigator said, so this came to me for a 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.

I first of all want to make it clear what I am dealing with here. Mr B had a travel insurance policy as part of the packaged bank account – travel insurance was one of several benefits attached to the account. The underwriter of the travel insurance policy turned down a claim made by Mr B after he cut short a holiday because of ill health.

It was at this point that Mr B complained about the packaged bank account not being suitable for his needs and being mis-sold. The complaint about the travel insurance claim was dealt with separately by this Service, as the underwriter of that policy was not Nationwide.

I can see that a final decision was issued in relation to that complaint in May 2024 and the issuing Ombudsman also dealt with Mr B's complaint about whether the travel insurance policy was poorly worded.

So my decision will not address those issues again. It will address only the complaint against Nationwide, which is about whether the packaged bank account was mis-sold to Mr B and whether Nationwide did enough to consider Mr B's particular vulnerabilities during the sales process.

I also want to assure Mr B that I have taken everything he has said into consideration, but I won't make reference to each and every point made by him. This is simply a reflection of the informal nature of this Service.

Nationwide told this Service that the sale of the packaged bank account was on a non-advised basis. Given that Mr B had to apply online for the account, I think it's fair to say that the sale most likely happened on a non-advised basis.

Mr B said he went into a Nationwide branch to discuss the account prior to opening it and was told to open it online. Mr B may well have had a conversation with a Nationwide representative, but I don't think this could be seen as him being provided with advice to the extent that this could be considered an advised sale.

A non-advised sale means Nationwide has to provide Mr B with enough information about the account, including details about the cost and associated benefits and insurances, so that Mr B could make an informed choice about whether to sign up for a packaged bank account. So I've considered whether Nationwide did enough to provide Mr B with all of the information he needed.

Nationwide provided this Service with a screenshot of what Mr B would have seen online when applying for the packaged bank account. Consumers are directed during this process to *"answer any questions then read and agree to the terms and conditions in the customer agreement statement"*. Consumers are also told that they can view product information online, and a link is provided. It is not possible to progress onto the next stage of the application process without ticking a box to say they agree to be bound by the terms, and the agreement contains a link to the terms.

When the application progresses to the section dealing with insurance benefits, consumers are told that they should read a short summary of the features, exclusions and limitations of the insurances – a link is provided – and answer a series of eligibility questions. They must

then tick a box to confirm they have read the summary. The application won't be processed without this confirmation.

The monthly subscription fee is shown on the application and consumers are also offered the option of viewing alternative fee free accounts.

So, overall, I think Nationwide has done enough at the application stage to provide Mr B with the information necessary for him to make an informed decision about whether the FlexPlus account suited his needs. I'm satisfied that no advice was given, no pressure was placed on Mr B, and the account wasn't mis-sold.

Mr B has disclosed to us that he is dyslexic and he was concerned that the online process and terms of the account weren't accessible to someone with his neurodiversity needs. He has very helpfully told us about the issues he has with processing complex digital information.

But I've seen notes made by a Nationwide adviser following a phone conversation with Mr B after he complained about the mis-sale relatively recently, and these say that Mr B told the adviser that while he has had dyslexia for a number of decades, he was only diagnosed around a year before the call was made.

So while I have a great deal of sympathy for the challenges Mr B faces, there is no way Nationwide could have known back in 2018 that he needed assistance for a condition he was diagnosed with only recently. So it wouldn't be fair to say that Nationwide had done anything wrong in not making reasonable adjustments in line with Mr B's needs back in 2018.

In the notes made during the same call, Mr B told the Nationwide adviser that he had ticked the relevant boxes without reading all of the documentation that Nationwide asks consumers to read to ensure the product is right for them. I fully appreciate that this more than likely relates to the issues he experiences with processing complex information, and I sympathise with this.

But if Mr B was having difficulty with processing the information he'd been asked to read before completing his application, then I would have expected him to contact Nationwide and request support or clarification. I would not have expected him to confirm he had read the relevant documentation when he hadn't.

As I said, I am satisfied that Nationwide did enough to provide relevant documentation and information during a non-advised sale and I can't see any evidence that the packaged bank account was mis-sold to Mr B.

Mr B has requested that Nationwide do more to support consumers with dyslexia. He clearly feels very strongly about ensuring consumers in his position are treated fairly, and that's understandable. Mr B feels Nationwide has denied him reasonable adjustments and he feels this contravenes the Equality Act 2010.

It's important to say here that this Service isn't able to make findings on whether or not something breaches the Equality Act 2010 (or indeed under any other anti-discrimination legislation). This is because we are an informal alternative to the courts. Any action about whether the Equality Act has been breached would need to be pursued through the courts. This is because only a judge can formally decide on whether or not a piece of legislation has been breached. It is outside of this Service's remit and therefore not something I can deal with in this decision.

I've already said I'm satisfied that Nationwide wasn't aware of Mr B's dyslexia in 2018, so it can't be expected to have made adjustments back then. But I can see that when Mr B disclosed his condition to it recently, it offered him options for how it might be able to support him. Mr B hasn't specifically complained about the options offered recently, so I will leave it to him to work with Nationwide to look at what reasonable adjustments suit his needs.

I know my decision will disappoint Mr B, but I am not asking Nationwide to take any further action here.

My final decision

It's my final decision that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 December 2024.

Martina Ryan
Ombudsman