

## **The complaint**

Mr and Mrs C have complained about how a breakdown claim was handled by the provider of a breakdown service that was provided through their Nationwide Building Society ("Nationwide") FlexPlus account.

## **What happened**

Mr and Mrs C's daughter was involved in a car crash in Mrs C's car. Fortunately, Mrs C's daughter was not badly injured, but the car was not driveable after the crash. Mrs C's daughter contacted the breakdown provider, and was left with the car at the side of the road for in excess of 4 hours. Mr and Mrs C say that during that time, the breakdown provider provided their daughter with contradictory and inaccurate information.

Mr and Mrs C complained to Nationwide about the service received from the breakdown provider. They felt that Nationwide should be held responsible for the actions of the breakdown provider, as the breakdown cover is provided through their Nationwide FlexPlus account.

Nationwide responded to Mr and Mrs C to say that it had forwarded on their complaint to the breakdown provider, as it is responsible for complaints about the breakdown service.

Unhappy with the response received from Nationwide, Mr and Mrs C referred their complaint to this service.

One of our investigators assessed the complaint. They explained that the breakdown service provider, and not Nationwide, is responsible for how Mr and Mrs C's breakdown claim was handled and therefore the breakdown provider is responsible for handling their complaint about the claim. Because this complaint is against Nationwide, the investigator was unable to uphold Mr and Mrs C's complaint.

As Mr and Mrs C didn't accept the investigator's conclusions, the matter was referred for an ombudsman's 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.

We've explained our approach to complaints about packaged accounts on our website, and I've used that to help me decide this complaint. And having considered everything, I'm unable to uphold this complaint.

I'm sorry to hear about Mr and Mrs C's daughter car crash, and I can see why, in the circumstances, they may be frustrated with the service they received from the breakdown provider.

However, whilst I'm sorry to hear about this, as both Nationwide and the investigator explained, the breakdown provider - not Nationwide - is responsible for how claims are handled under the FlexPlus packaged account breakdown cover.

This is because the breakdown cover is provided by and administered by the breakdown provider. This means the breakdown provider is contractually responsible for ensuring that claims are dealt with fairly, in accordance with the terms and conditions of the policy. In the part of the FlexPlus package account terms and conditions that set out the breakdown cover, it explains that the breakdown provider, not Nationwide, is responsible for complaints concerning a claim. Specifically, it says:

***"Section D: Making a Complaint***

*We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.*

*There are several ways you can contact us:  
[contact details for breakdown provider given]"*.

As such, although I understand why Mr and Mrs C want Nationwide to be held responsible for how their claim was handled, this is not something I can reasonably do, as it is not responsible for what Mr and Mrs C have complained about.

Therefore, if Mr and Mrs C wish to pursue this matter further, they would need to pursue a complaint against the breakdown provider further.

Finally, although the breakdown provider is responsible for how the breakdown claim was handled, I have considered whether there is anything else (that Nationwide is responsible for) that Nationwide should've done, but didn't. But I can't see that this is the case here and Nationwide correctly forwarded on Mr and Mrs C's concerns to the relevant business to look into their complaint. So, I can't say that Nationwide has acted unfairly or unreasonably in this matter.

**My final decision**

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 12 February 2025.

Thomas White  
**Ombudsman**