

## **The complaint**

Mr and Mrs M complain that Nationwide Building Society ('Nationwide') made errors in its handling of their breakdown assistance claim.

For ease, I will refer to all actions and comments as those of Mr M.

## **What happened**

Mr M had a FlexPlus account, a fee paying packaged bank account (PBA) with Nationwide. It provided a range of benefits including breakdown assistance.

In December 2023 Mr M unfortunately hit a pothole while driving, which caused damage to one of the car tyres. So Mr M contacted the breakdown assistance provider, who I will refer to as 'Company A'. Mr M was given options for having his car towed, one of which would have cost him £300. Mr M said he was also told by Company A that hitting the pothole was classified as an accident and that repairs carried out at its approved garage could be claimed under his motor insurance policy. Mr M raised a complaint with Company A.

Mr M then complained to Nationwide in March 2024. He said he thought Company A was in breach of the breakdown assistance cover that Nationwide provided to its members. Mr M asked for clarification of the terms of the policy and confirmation that Company A would comply with the terms.

Nationwide responded to the complaint and said it didn't have access to the systems used by Company A so it couldn't complete an investigation. So it forwarded Mr M's concerns to Company A. Following a response from Mr M, it issued a second complaint response saying that as Mr M's concerns related to the breakdown cover, this matter was correctly passed to Company A to deal with.

Mr M remained unhappy and so brought his complaint to this Service. He said Company A wanted to charge him £300 when the breakdown assistance provided by Nationwide is free to members. He said Nationwide should amend their policy for breakdown assistance or ensure Company A complied with the terms. Mr M asked for £1,000 compensation to cover the inconvenience and stress of dealing with two large organisations who have failed to deal with this matter.

Our Investigator didn't uphold Mr M's complaint and said he thought Nationwide wasn't responsible for the service provided by Company A or for how the claim was handled, as Company A were the provider of the breakdown assistance. Our Investigator also said Nationwide wasn't responsible for the terms of the breakdown assistance cover.

Mr M told our Investigator that he broadly agreed with him, but he said Company A had breached the terms of the policy by trying to charge him £300. He felt that if Company A were in breach of the policy, Nationwide to enforce the contract with Company A.

As Mr M didn't agree with what our Investigator said, this came to me for a decision.

Mr M contacted our Investigator to let him know in December 2024 that his complaint against Company A, which was also with our Service, was resolved. He raised a number of new queries at that point in relation to Nationwide's knowledge of particular issues.

I am now in a position to issue a final 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 want to first of all be clear about what it is I am looking at in relation to this complaint. Mr M brought a separate complaint against Company A, as the insurance provider, to this Service and this matter has now been resolved.

The complaint I am looking at is solely about Nationwide and so I will not touch on the issues that relate to Company A, as the breakdown assistance provider. For instance, I will not be looking at the validity of or handling of Mr M's claim with Company A, including the charge of £300 suggested to Mr M, and any queries about Company A's policy terms.

When Mr M let our Investigator know that the complaint against Company A was resolved, he raised several new queries. But, at this stage, these are questions that need to be put to Nationwide. If Mr M is unhappy with the response he receives from Nationwide then he can submit a complaint in the usual way and bring this as a new complaint to this Service, if he remains unhappy.

So the issue I am looking at here is about whether Nationwide made any errors in relation to how it dealt with this matter after Mr M unfortunately hit a pothole while driving.

When Mr M initially complained to Nationwide, it forwarded his complaint to Company A, so I've considered whether it made any errors when it took that course of action, and I'm satisfied no errors were made. I'll explain why I say that.

Having looked at the terms of the FlexPlus account, I can see that Company A, and not Nationwide, are the providers of the breakdown assistance cover. This means that claims related matters need to be dealt with by Company A. And in Mr M's case, the claims related issue has been dealt with by Company A.

Mr M said he thought both Nationwide and Company A should have equal responsibility for claims, but that isn't how the FlexPlus account works. Nationwide, as the providers of the account, facilitate access to a range of PBA benefits including the breakdown assistance. But, as I said, the actual providers of the breakdown cover are Company A. And as responsibility for claims decisions rests with Company A, and so are broadly speaking outside of Nationwide's control, I don't think it would be fair to expect Nationwide to share responsibility.

And, for the reasons outline above, I don't think Nationwide needed to intervene in this case when Mr M was unhappy with how Company A dealt with his claim.

It's clear Mr M feels quite strongly that Nationwide should have done more to support him here and I can see that this has been a very frustrating process for him to go through. I know my decision will disappoint Mr M, but I could only ask Nationwide to take further action, or suggest it should have acted differently, if I thought it had made any errors here. But I'm satisfied it didn't and that it acted in line with the PBA terms, which indicate that the

breakdown cover is provided by Company A, when it forwarded Mr M's concerns to Company A.

### **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 M and Mrs M to accept or reject my decision before 21 April 2025.

Martina Ryan  
**Ombudsman**