

The complaint

Mr L is unhappy with Nationwide Building Society. He said he opened accounts with Nationwide on the basis of its advertising campaign promising branch availability. He said he hadn't been notified before the local branch he liked to use was shut.

What happened

Mr L opened the accounts based on the Nationwide's advertising campaign which promised branch availability. Mr L pointed out as part of his complaint that *"the campaign was subsequently adjudged as misleading by the Advertising Standards Authority" (ASA)*.

Mr L recently found that his branch and the ATM attached to it were both unavailable. He said he hadn't been notified. He said the lack of notification was a violation of the advertising campaign. He said for a short while there was a sign outside the branch directing customers to a service station ATM opposite or another local branch. Mr L said Nationwide never addressed the lack of notification and the details of its notification policy were never expanded upon.

Mr L said if it hadn't been for Nationwide's *"advertised conditions"* it's entirely possible he would have gone to another banking provider.

In its final response letter Nationwide apologised. But it said it couldn't agree that it had made any errors as the branch Mr L was referring to was only temporarily closed. It pointed out this wasn't its decision as it was due to the shopping mall the branch was based in being redeveloped. It confirmed a reopening date (approximately five to six weeks after the final response letter) and said it would also be reinstalling an ATM at the site too.

Nationwide said *"We actively told people locally who used our branch of this plan and had information displayed at our branch. Once it was closed, we updated our website. To avoid this issue in the future you may wish to check our website before visiting as our branches can be closed at short notice."*

It also provided details of other branches in the local vicinity that might be helpful for Mr L.

Mr L in correspondence with this service also said he wasn't initially told his savings card could only be used at Nationwide cash machines (ATMs).

As Mr L remained unhappy with this response he brought his complaint to this service.

Our investigator didn't uphold the complaint. He said Mr L felt the response from Nationwide wasn't a *"genuine response"* because it hadn't covered the point about *"advertised conditions"*. But he didn't think Nationwide had made a mistake or acted unfairly here. He said the important point was the branch hadn't closed down. It was purely temporary due to the mall refurbishment. He said he didn't think Nationwide had breached *"advertised conditions"*. He said Nationwide was under no obligation to consult with Mr L personally before making decisions about branch closures as it was a commercial decision for Nationwide. He said this applied whether the closure was permanent or temporary.

Our investigator accepted Nationwide advertised the impending temporary closure in the branch prior to the closure and updated its website to show the branch wasn't available. He said how it notified customers was a commercial decision and it hadn't acted unfairly. Our investigator noted Nationwide had provided three other local branch details all within 3.2 miles and said he felt these were suitable other options despite Mr L stating he had issues with the use of two of the three other branches.

Our investigator said there was no planned permanent closure of the branch. He didn't think Nationwide had misled Mr L or breached any "*advertised conditions*." Our investigator noted there was nothing tying Mr L to Nationwide and he was free to change banking provider at any time.

Mr L remained unhappy with his complaint and asked for it to be passed to an ombudsman for 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'd like to assure the parties that I have read and reviewed all of the evidence in this complaint. But I will focus my decision on what I see as the key main factors relevant to the complaint only.

I do understand the point Mr L makes about the advertising campaign. The advert claimed Nationwide wasn't closing any branches and the ASA did ban it as it felt it was misleading. Nationwide used this as an opportunity to clarify its "*Branch Promise*" launched in 2019 ensuring it wouldn't leave a town or city without a branch. It extended this to ensure there would be no closures before 2028 on the back of the advert ban. I accept that Mr L sees the situation at his local branch as a breach of "*advertised conditions*" but Nationwide doesn't see it the same way as him. And I accept what Nationwide said. It appears to me that the situation with the shopping mall refurbishment would be outside of Nationwide's direct control. I don't think it would be fair or reasonable for me to suggest that in some way Nationwide had breached its "*advertised conditions*" where a branch was closed for a short temporary period in circumstances that Nationwide had no influence over. The key point here being that the branch was going to be reopened, and the ATM was going to be reopened too. The closure was purely temporary something that wasn't covered by the advertising campaign so I can't say this was any sort of breach by Nationwide.

I accept there would have been upset and frustration for Mr L when he turned up to find the branch shut and the ATM closed down. I think anyone in the same situation wouldn't be happy with this. I also accept his point that he wouldn't be checking such things on the internet as this was why he had a branch account, so he didn't need to worry about or use the internet. He said he had no direct notification of the branch closure and the onus shouldn't be on him to check. He said he probably wasn't the only person to find out when he went to use the branch/ATM. I think these are fair points from Mr L. And I understand that he would have needed to change his banking arrangements during the period too. But I also noted above Nationwide's response. It confirmed it actively let people know locally who used the branch and had display information up at the branch to confirm the temporary closure. Apart from the online details. And just to be clear for Mr L here I have to consider if Nationwide has acted in a fair and reasonable manner and in line with the account terms and conditions. That is my remit. And I think it has. There's no requirement to write to all customers about the temporary closure. I agree it would have been helpful for Mr L, but

Nationwide did enough when it advertised the temporary closure and when it provided details online and of other local branches – It wasn't required to do anything more than it did.

Regarding the temporary closure, "advertised conditions" and letting customers know about the temporary branch closure I think Nationwide acted fairly and reasonably.

I didn't notice anywhere in the Nationwide final response letter that it dealt with Mr L's point about his Nationwide savings card only being useable in Nationwide ATM's. Or any other points Mr L might want to make. I don't know why that is. Whether it didn't feel it had previously been raised by Mr L as part of his complaint or if Nationwide overlooked it. But I can't comment on that point or make a finding on it in this decision. Nationwide needs to update Mr L with its outcome on this issue. If agreement can't be reached Mr L can then ask this service to consider that as a further complaint. Mr L has said at certain points that other key factors he has raised haven't been addressed. I think he should have an opportunity to point out any other issues he doesn't think Nationwide has addressed so it can do so now along with dealing with the point around the savings card.

My final decision

I don't uphold this complaint.

I make no award against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 14 July 2025.

John Quinlan
Ombudsman