

The complaint

Mrs H complains that Nationwide Building Society's introduction to a third-party law firm, led to the mis-sale of a family trust resulting in emotional strain and she's had to employ solicitors to rewrite her will, and amend the deeds and trust at her personal expense. She considers Nationwide's actions were poor in relation to this.

Mrs H is being represented in this complaint by Mr M, so I'll refer to both throughout my decision.

What happened

Mr M has told us that Mrs H went into a Nationwide branch in 2009 to deposit a small amount of money into an account she had. The Nationwide member of staff told her to see "our estate planning consultant", and Mrs H was introduced to a third party I'll refer to as K. Mr M tells us K was operating from a room on Nationwide's premises. At no point was it made clear that K was not an employee of Nationwide. K worked for a legal service firm I'll refer to as LS.

Mr M says that during this meeting Mrs H was persuaded to take out a family trust through a solicitor firm I'll refer to as MC. He's explained they've now found themselves in a position where they've had to pay a new solicitor to clear up the legal situation and issues from the original trust.

Mr M sets out the complaint against Nationwide as:

- Nationwide's failure to clarify K did not work for them, creating an immediate sense of trust that was inappropriate. Only after pressured sales and when signing the paperwork was it clear it was not Nationwide selling the products.
- Nationwide allowed LS to use its premises without understanding, oversight or control, allowing unclear and misleading sales practices.
- Insufficient information was provided by Nationwide to generate a sales lead.
- The product being sold was unsuitable for the vast majority of retail customers.
- Nationwide recommended Mrs H speak to K implying the product was suitable for her.
- Nationwide did not demonstrate a duty of care to Mrs H, who was vulnerable at the time.

Mr M has told us the problems came to light for Mrs H when, in 2023 she attempted to contact MC during the pandemic to ensure all was ok with the trust. During this period, she found out MC had gone into administration. Following further investigation, she found out a different law firm, who I'll refer to as J had taken over the running of the trust. Given that she hadn't had any update on the trust she questioned what the annual fee was being paid for. At this point, issues were identified with Mrs H's arrangement and J offered to fix them for a fee. At this point Mrs H engaged the services of a solicitor in London.

Mr M raised a complaint directly with Nationwide and in May 2024 he received a response. Nationwide's initial response explained it was unable to locate any information regarding accounts or referrals undertaken in 2009. It had completed all searches for Mrs H but was unable to locate her details.

Mr M wrote back to Nationwide providing evidence of the products taken out in 2009. Nationwide responded to explain the documents provided make no reference to the selling of the product being undertaken within a Nationwide branch, or with any link between Nationwide and the companies involved.

It went on to explain the complaint would be time barred under the DISP rules.

Unhappy with Nationwide's response Mr M brought the complaint to our service. One of our investigators looked at the complaint. Initially the investigator addressed the jurisdiction time bar argument Nationwide put forward. Our investigator considered that whilst the event happened more than six years ago, there's no evidence that suggests Mrs H was aware, or ought reasonably to have been aware of the issue, prior to April 2021, which is three years before the complaint was raised. He therefore considered the complaint within our jurisdiction.

Nationwide agreed, so the investigator addressed the merits of the complaint. Our investigator considered that Nationwide's introduction to LS was too remote from actions that caused the loss that is being claimed for. He also didn't consider that the introduction meant Nationwide should bear the responsibility of the later losses.

Mr M disagreed, he felt the review missed the central point and that Nationwide had been allowed to get away with not treating customers fairly. Mr M alleges that there is no evidence that Nationwide considered the risks involved in such an introduction when allowing it to happen.

As no agreement has been reached, it's been passed to me to decide.

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 should add that Mrs H has not had a Nationwide account for over 10 years, and as the complaint event happened more than 15 years ago, there's very limited information available on this case. The only physical evidence that's been provided is some documents that formed part of the agreements between Mrs H, LS and MC. Where information is missing, I've had to base my decision on the balance of probabilities.

If there's something I've not mentioned, it isn't because I've ignored it, I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do stress however that I've considered everything that Mrs H, Mr M and Nationwide has said before reaching my decision.

I've considered Mrs H testimony regarding the manner in which the introduction was carried out and whether or not I think Nationwide has done anything wrong. I've also reviewed the documents Mrs H has provided from the point of sales with LS and MC. The documents provided are all on letter headed paper for the legal firms, and make it clear that Mrs H was dealing with those firms. The dates these documents were either signed or generated, are all different and range from 16 April 2009 to 27 October 2009, the last of these dates related to the Family Protection Trust. There is no mention of Nationwide in any document. Given

these documents with the law firms span over a number of months, it seems most likely Mrs H would've had time to know and understand she wasn't dealing with Nationwide. It also appears to show that Mrs H had been dealing with these third parties for a number of months before the agreement for the Family Protection Trust was completed. Whilst I recognise Mrs H recollections were different, I also recognise that these recollections are from a branch visit that occurred in 2009. I'm more persuaded, based on the paperwork provided, that it was most likely clear that Mrs H was dealing with separate entities.

I've reviewed whether I think Nationwide has breached any of the principles for business, which is part of the Financial Conduct Authority (FCA) handbook setting out broad minimum standards firms must meet. I appreciate here that Mrs H and Nationwide only has very limited information available. But having reviewed the evidence provided and what Mrs H has said about the introduction by Nationwide, I don't find there to be persuasive evidence or arguments to find Nationwide to have breached any duty, or to have treated Mrs H unfairly in its introduction.

Whilst I appreciate Mr M thinks Nationwide should take responsibility for any mis-sale that may have occurred following the introduction to the third parties, I don't agree that it should. I say this as I've seen no evidence that tells me that either LS, or MC were acting on Nationwide's behalf, or as an agent of Nationwide. I've seen nothing to suggest Nationwide provided the service itself after making the referral, or that it's responsible for the actions of the third parties. Therefore, I'd only be able to consider the quality of the introduction, which as I've said above, I don't find it to be unfair.

For these reasons I don't uphold this complaint.

My final decision

For the reasons I've explained my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 5 December 2025.

Simon Yates
Ombudsman