

## **The complaint**

Mrs B complains that Nationwide Building Society closed a jointly held savings account without first informing her.

## **What happened**

In May 2024, Nationwide revised the terms and conditions of the account previously held by Mrs B. Part of the revision meant that there could no longer be more than two joint holders per account. Nationwide has said that, as the account Mrs B was party to had more than two account holders, it wrote to the primary account holder to let them know they would either need to remove account holders, or that the account would need to be closed. As Mrs B wasn't the primary account holder, this letter wasn't sent to her.

Mrs B states that when she checked the account's balance in September 2024, she saw it contained no funds. Fearing she had been the victim of a scam, she phoned her local police station but was advised to speak with Nationwide. Mrs B did so, but the agent wasn't able to provide an answer during the call. She recommended Mrs B check the account again the next day. However, when she did so, she found the account had disappeared from her account listing.

Mrs B has said she checked with the other account holders, and neither of them claimed to have received a letter from Nationwide. She liaised with Nationwide and was able to claim funds from the account by visiting a branch with identification, but said she was left feeling upset due to the lack of information, and had, for a period of time, feared she'd been scammed.

Mrs B complained to Nationwide. In its response, it explained that when the account was opened, there could be multiple account holders. However, it had since taken the decision to allow only two account holders on its products. Because of this, it had written to the primary account holder with the option to remove account holders. It said its letter to the primary account holder advised that if it didn't hear back from them, the account would close. Because Mrs B wasn't the primary holder of the account, she wouldn't have received the letter. Nationwide went on to explain that Mrs B would have needed to provide identification to reclaim the funds so that she could be verified as one of the account holders. Overall, Nationwide didn't think it had done anything wrong and so Mrs B brought her complaint to our service.

The Investigator looked into things but didn't uphold the complaint. He was satisfied that Nationwide's policies said it would only write to the primary holder of the account when it needed to communicate upcoming changes. He said he'd seen a copy of the letter sent to the primary account holder and, as a result, was satisfied Nationwide had done everything it needed to do.

Mrs B didn't accept the view and so the case was passed to me to decide.

Upon review of the complaint, I wasn't persuaded Nationwide had acted fairly. As this was a different outcome to that reached by the Investigator, I issued a provisional decision. It said:

*'Given the age of the account, Nationwide has said it is unable to provide the terms from account opening, or any of the account opening documents to demonstrate what Mrs B would have seen at the time. With that said I have no reason to doubt that information would have been provided to Mrs B. And, while Mrs B was able to retrieve funds from the account, and I accept Nationwide needed to be sure of her identity to facilitate this, my decision is primarily concerned with Nationwide's action around the account's closure.*

*I wrote to Nationwide to explain that, despite what its policy said, by not writing to Mrs B prior to the closure of the account, it didn't appear to be in keeping with the relevant regulations around a firm's obligation to provide information to banking customers. Nationwide provided evidence to show it wrote to Mrs B about the account, but that this was after the account had closed. As such, as Nationwide hasn't offered any evidence contrary to what I've said about the relevant regulations, I'm currently of the opinion that Nationwide got things wrong here.*

*I've thought carefully about how the failing referenced above has impacted Mrs B. She has provided clear and consistent testimony about the distress she felt upon finding the account contained no balance. Because of this I'm minded to say Nationwide has caused Mrs B distress, and that it must do something to put things right.*

*Mrs B has asked for an apology from Nationwide, and, in the circumstances, I'm inclined to say this is fair. However, in addition to an apology, I also think Nationwide should pay compensation to Mrs B to address the impact of its failing. And so, provided I don't receive any further information which changes my opinion on this complaint, I intend to direct Nationwide to pay Mrs B £100 and write to her with an apology.'*

Mrs B accepted my provisional findings, stating an apology was particularly important to her.

Nationwide disagreed. It said it hadn't breached the terms of the account as correspondence had been sent to the primary holder's address. It said the primary account holder was given notice about the change of terms, as well as the closure. It said that, because only the primary account holder was traceable, Nationwide sent the relevant letters to their address, but that the letters themselves were addressed to all account holders, including Mrs B.

To help me understand Nationwide's comments, I asked it to provide Mrs B's address history and account holdings. Nationwide provided the information I had asked for. The information showed that it had held Mrs B's correct address for a substantial number of years and that a large proportion of her banking, lending and savings needs were met through Nationwide. Because of this, I queried Nationwide's comments which had implied Mrs B was untraceable. In response, Nationwide's complaint handler said he had misconstrued a message relayed from another department. He clarified that as long as Nationwide gave sufficient notice, its contact with the primary account holder was acceptable and in line with the terms and conditions – which it said all account holders had agreed to at the time of account opening.

Nationwide explained its approach allowed the primary account holder to correspond with the other account holders to relay the changes it was implementing to the account. Nationwide said this put the onus on the consumer, but was within the terms of the product.

Following the responses from Mrs B and Nationwide, I can now issue my 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.

Having done so, while I've carefully considered Nationwide's subsequent submissions, I see no reason to depart from the findings set out in my provisional decision. I'll explain why.

The crux of Mrs B's complaint is that she wasn't given prior notice of a significant change to a product she held. Due to her having no knowledge of the upcoming changes, when she saw the account's balance reduce to zero (and, later, the removal of the product from her online banking altogether), she suffered distress and inconvenience.

Nationwide argues that its terms allowed it to inform only one of the account holders of changes to the account. It says that in sending correspondence to the primary account holder, it reduced the risk of receiving conflicting responses. I acknowledge its argument here, and understand its reasons for restricting lines of communication. However, Nationwide appears to have been fully reliant on the primary account holder letting Mrs B know about the changes to, and closure of, the account – and Nationwide itself has acknowledged this placed the onus on its customer.

Nationwide would have been aware that the primary account holder didn't share the same address as Mrs B. And so it should therefore have been clear to Nationwide that the parties to the account may not have been in regular contact, or that the primary account holder may have simply decided not to tell Mrs B about the change. In either case, Nationwide's communication about the account risked Mrs B not learning of important changes prior to their implementation – and this is what happened here. Given the impact to Mrs B, in this particular case, I don't think that's fair.

While I acknowledge Nationwide's position that the terms of the account allowed it to take the actions it did, in this particular instance, I disagree. I say this as terms and conditions don't generally supersede regulations. Nor do they remove any inherent unfairness to a consumer in the application of those terms. In this case, as I've set out above, I think Nationwide acted unfairly by not advising Mrs B of the upcoming changes to her account. And, because Mrs B wasn't made aware, I think she has suffered some detriment. Therefore, I think Nationwide must do something to make up for the impact.

### **My final decision**

My final decision is Nationwide Building Society must pay Mrs B £100 and write to her with a letter of apology within 28 days of her acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 3 February 2026.

James Akehurst  
**Ombudsman**