

### The complaint

Ms C complains that she had difficulties carrying out a switch to a Nationwide Building Society account, and that she was then told she didn't qualify for the switch incentive payment.

# What happened

In March 2025, Ms C attempted to carry out a switch to a Nationwide account online. She says she did this because Nationwide was offering a £175 switching incentive bonus. However, she couldn't complete the switch due to an intermittent fault on Nationwide's system. I understand that Nationwide paid her compensation in respect of this.

Ms C tried to make the application again but still failed due to the same system fault. She contacted Nationwide by phone. She complained that she was kept waiting, before being transferred to a personal banking manager, for 20 minutes (Nationwide says this was 14 minutes). At the same time she was on a web chat with Nationwide and had to wait for an hour before receiving any contact.

When the switch was completed, Ms C was told that she didn't qualify for the incentive because she had previously carried out a switch into a joint account. When she contacted Nationwide to complain about this, the adviser told her that she had failed security as she had been unable to answer two questions. However, Nationwide said the adviser should have asked a further question.

Nationwide agreed that waiting an hour to be contacted on the web chat was unacceptable and that Ms C should have been given the opportunity to answer a further security question. As she didn't qualify for the switching incentive, it didn't think it had made an error in that respect. And it didn't think that a 14 minute wait, given the length of time these calls usually take, was unreasonable. It offered a further £100 compensation.

Ms C has explained to us that she suffers from mental impairment due to trauma and doesn't believe that Nationwide took adequate account of this, although it had logged a vulnerability marker on her record in January 2025.

On referral to the Financial Ombudsman Service, our Investigator said that although the incentive conditions were available, these should have been properly explained to Ms C during the telephone call when she was completing the account switch, as it may well have affected her decision to switch. As Ms C had already told Nationwide about her health issues that required reasonable adjustments to be made, they proposed that Nationwide pay the incentive bonus that she would otherwise have received had she been entitled to it. This is together with the £100 compensation offered. Nationwide agreed to this.

Ms C felt she should be awarded additional compensation for Nationwide's failure to make reasonable adjustments in respect of her vulnerability which she had already logged with it.

The matter has been passed to me for an Ombudsman's review.

## 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.

Ms C has complained that Nationwide has failed to make reasonable adjustments for her. In other words, it has failed its duty to make reasonable adjustments under the Equality Act 2010 (the Act). I've taken the Act into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Ms C wants a decision that Nationwide has breached the Act, then she'd need to go to Court.

In respect of the fault on Nationwide's system which meant that Ms C was unable to complete the switch online, I know that she previously complained about this and was given compensation. When she contacted Nationwide by phone, I've taken into account that she was required to speak to a personal banking manager who would have been involved in lengthy telephone calls. So, waiting 14 minutes to be contacted was not unreasonable. I do accept however that it was unreasonable to have to wait an hour to be connected on the web chat even though it is not a live chat facility.

Normally, when customers apply for a switch which carries with it a bonus payment, it is up to them to make sure they qualify. I note, with this particular switch incentive, if the customer had previously received such a payment from 2021 in respect of either a joint or sole account, they would not be eligible for it. This was the case with Ms C. She has asked us to take into account that under Nationwide's current incentive scheme, she would have still been eligible. But I don't think that that is a reason to apply it retrospectively.

However Ms C had notified Nationwide of her particular vulnerability, but when we asked Nationwide about this it couldn't find any such marker on her record. So it seems likely that the adviser she spoke to didn't notice this so didn't take it into account. And I think that in the course of the telephone call where the switch was applied for, it should have been made clear to Ms C about the condition which would have made her ineligible for the incentive. It is for this reason, and because Nationwide didn't in my view make reasonable adjustments for her, that I think that Nationwide should pay compensation equivalent to the £175 incentive bonus.

Later when Ms C answered security questions incorrectly, I understand that Nationwide's procedure would have been to ask a further question which it didn't do. So I uphold her complaint in that respect.

Overall, I think that Nationwide should pay the £100 compensation offered in respect of the waiting time on the web chat and the security question issue. It should also pay the £175 she would have received as a switching incentive. I won't award further compensation in respect of this issue as if Nationwide had made reasonable adjustments, I'm satisfied Ms C wouldn't have qualified for it.

### **Putting things right**

Nationwide should pay Ms C £275 compensation, made up in the way I have set out above.

### My final decision

I uphold the complaint and require Nationwide Building Society to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 24 November 2025.

Ray Lawley **Ombudsman**