

## **The complaint**

Mr A complains about how Nationwide Building Society ('Nationwide') handled matters when his car broke down.

## **What happened**

The background to this complaint is well known to both parties, so I have just provided a brief overview of key events here.

Mr A had a fee-paying packaged bank account (PBA) with Nationwide. The account provided a range of benefits including breakdown cover with a business that I will refer to as 'Company A'.

Mr A's car unfortunately broke down at night towards the end of February, while he was travelling home with his wife and children, so he tried to use the breakdown service provided by Company A. Mr A was unhappy with the breakdown service provided and complained to Nationwide, as the PBA provider.

Nationwide responded and said Mr A's complaint was that he was unhappy Nationwide chose to use Company A as the breakdown cover provider. But Nationwide said it had not done anything wrong, as choosing Company A was a business decision. Nationwide also said that in order to ensure Mr A's concerns about how the recent breakdown was handled were looked at, it forwarded that part of his complaint to Company A. It said this was part of its internal process and it would not obtain records from Company A to investigate his concerns.

Mr A remained unhappy and so brought this complaint to us.

Our Investigator did not uphold Mr A's complaint and said the breakdown cover was provided by Company A and not Nationwide, and any complaint about Company A fell outside the scope of our investigation. Our investigator also said Nationwide acted fairly when it passed the complaint to Company A and that its continued use of Company A's services was a commercial decision that was for Nationwide to make.

Mr A did not agree with what our Investigator said and so this came to me for a 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.

It's important to say at this point that I am only looking at the actions of Nationwide in this decision. The actions of Company A are not being considered here.

Mr A is also already aware that this Service cannot look into the complaint handling aspect of his complaint, and I issued a decision to that effect recently.

When Nationwide received Mr A's complaint about the provision of the breakdown cover, it forwarded the complaint to Company A to deal with. So one of the questions I'm considering here is whether Nationwide acted fairly when it did that, and I'm satisfied it did. I'll explain why I say that.

I appreciate that Mr A pays a monthly fee to Nationwide and in return it provides him with a PBA with a range of benefits attached. But, having looked at the terms of the account, I can see that Company A, and not Nationwide, are the providers of the breakdown cover. The terms go on to say that Nationwide will not be liable for any matter arising out of the performance or non-performance of the benefit or service, or for any involvement or representation made by the provider or insurer.

So I'm satisfied that as Nationwide was not the provider of the breakdown assistance, it acted fairly when it forwarded Mr A's complaint to Company A and left the matter in Company A's hands.

Mr A is also unhappy that Nationwide continues to use Company A as the provider of the breakdown benefit. However, it is not within this Service's remit to tell Nationwide which businesses it can use to provide the benefits attached to the PBAs it offers. This is a commercial decision that Nationwide is allowed to make and which we cannot interfere with.

I do appreciate that it must have been very frustrating for Mr A when his car broke down at night, in particular as his family were with him. But I could only ask Nationwide to take further action if I thought it had made any errors here, and I'm satisfied it has not.

### **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 A to accept or reject my decision before 20 November 2025.

Martina Ryan  
**Ombudsman**