

The complaint

Mr W complains that Nationwide Building Society misled him over the offer available to him for a Nationwide Flex account and failed to address his complaint in line with regulations.

What happened

Mr W wanted to take advantage of the 1% cashback offer available on Nationwide's FlexDirect account. He asked Nationwide both before and after the application was made if he'd be eligible for the benefits. And they said he would be. But he later found out he wasn't. Mr W feels he was mis-sold the account and wants Nationwide to put things right.

Nationwide sent its final response on 18 June 2025. It apologised for the delays in the webchat but said it was not an instant messaging service. It also explained cashback couldn't be seen on internet and mobile banking platforms at that time. And it finally said Mr W wasn't eligible for the introductory offer because he'd previously held a FlexDirect current account with Nationwide. So, it didn't uphold Mr W's complaint.

An investigator considered Mr W's complaint when he referred it to the Financial Ombudsman Service. The investigator said Nationwide had acted fairly and reasonably and wasn't asking it to do anything else. They said he wasn't eligible for the offer and Nationwide had never specifically said he was. Mr W remained unhappy and so asked for his complaint to be decided by an ombudsman. 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 understand the depth of feeling Mr W has about this issue and I have great sympathy with him. But, having considered all the evidence, I am not upholding his complaint.

The nature of the Financial Ombudsman Service is to give quick answers to financial disputes with the minimum of formality. That means we focus on the crux of the complaint and decide if the business has made a mistake which needs to be put right. We do not fine or punish businesses, we award compensation (if justified) for the distress and inconvenience of any mistake made. It follows that if we don't find a mistake to have been made, we don't award any compensation.

I'm firstly going to mention the one fact that is without contradiction. Mr W had previously held a FlexDirect Account which closed in June 2014.

The introductory offer for the FlexDirect Account which Mr W responded to is in the document FlexDirect Cashback Offer Terms from September 2024 and says at point 10 (under the general heading "When I will not qualify for the offer")

- You will not qualify for the offer if you have previously held a FlexDirect account.

As a matter of fact therefore, as Mr W had held a FlexDirect account before, he could never have been eligible for the offer.

That brings me to Mr W's point about having asked Nationwide both before and after application if he was eligible. Even if I found that Nationwide had given him incorrect information, I couldn't ask it to make the offer available to him. Because he would never have been eligible. And so, I would only be able to give compensation for distress and inconvenience.

The application for the FlexDirect account was made online. And so, it is classed as a non-advised transaction. That's to say done without advice from Nationwide. It's the responsibility of the person applying for the account (and any accompanying offer), to make sure they are eligible. And so I think some responsibility has to be carried by Mr W.

I do however appreciate that Mr W has said that he checked with Nationwide both before and after the application was made that he was eligible. I've looked at the various webchats that took place. It seems to me that the answers being given are generic – that is to say based on terms and conditions rather than individual circumstances. I appreciate that Mr W was asking them for his account specifically. But I don't think the answers are specific – they are generic. And it doesn't change what I've said before – Mr W would never have been eligible because he'd held an account before.

I appreciate that the webchats appear very frustrating being moved from agent to agent – but I can't say anything about the way complaints are handled as that's outside of my powers because complaint handling is not a regulated activity.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 26 January 2026.

Stephen Farmer
Ombudsman