

The complaint

Mr S complains that Nationwide Building Society are not making a reasonable adjustment for him under the Equality Act 2010.

What happened

Mr S has a loyalty saver account with Nationwide which he opened in 2012. Mr S wanted to transfer funds to an external savings account he held with another provider. But he says Nationwide won't make a reasonable adjustment for him under the Equality Act 2010, as he wants to transfer funds via a faster payment, and they won't facilitate this for him. Mr S says Nationwide would only transfer funds via a Clearing House Automated Payment System (CHAPS) payment, which would cost him £20, or give him the option of a cash or cheque withdrawal, which is not suitable for him based on his vulnerabilities.

Mr S says when he spoke to Nationwide, he was given incorrect information about Nationwide and other providers only offering faster payments via a current account. He says faster payments weren't available when he first opened the account, but Nationwide haven't updated the account to include faster payments out of the account. Mr S made a complaint to Nationwide.

Nationwide partially upheld Mr S' complaint. They said that while the CHAPS fees were in the terms and conditions Mr S agreed to when he opened the account, he was told incorrect information when he was told that only their current accounts have the faster payments option. They said this is incorrect as some of their savings accounts also have a faster payment option. Nationwide waved the £20 CHAPS fee for Mr S and paid him £30 for the incorrect information. Mr S brought his complaint to our service.

Our investigator did not uphold Mr S' complaint. She said Nationwide contacted their Specialist Support Team (SST), but there was no record of him making them aware of any necessary reasonable adjustments he'd like them to make. She said while Nationwide are signed up to the faster payments service, it doesn't mean that they need to provide this on all of their accounts. Our investigator said in this instance, Nationwide have placed a restriction on faster payments being made from loyalty saver accounts, and she thought the terms and conditions were reasonably clear in explaining this.

Mr S asked for an ombudsman to review his complaint. He said the regulator says that banks have a duty to keep their customers safe, and by putting him into a situation where he would be an easy target for being mugged when withdrawing cash from his account (to avoid a £20 CHAPS fee), is not complying with the regulators guidelines.

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'd like to explain to Mr S that it is not within this service's remit to tell a business how they should run their policies and procedures, such as to order them to change their terms and

conditions to allow faster payments out of their savings accounts which currently don't offer faster payments out. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Nationwide to make changes to their policies and procedures, if necessary.

Mr S has complained that Nationwide won't make relevant reasonable adjustments available for him as they offer some savings accounts which allow faster payments out of the account, but they won't facilitate this on his loyalty saver account he holds with them. He feels this puts him at risk of being mugged if he was to withdraw cash as opposed to paying the £20 CHAPS fee. Mr S has also said that Nationwide haven't taken into account the Equality Act.

I've taken the Equality Act 2010 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 Mr S wants a decision about whether Nationwide has breached the Equality Act 2010, then he'd need to go to Court. However, based on what Mr S has said in relation to Nationwide not offering him the reasonable adjustment he wants, I am persuaded that they've acted fairly and reasonably in the circumstances of this case, and I will explain why.

I've looked at the different options for withdrawal on the account Mr S holds with Nationwide. And I can't say, taking everything both sides have said into account, that Nationwide have been unfair or unreasonable here. I agree with Mr S, for example, that it would be helpful if customers in Mr S' position would be able to use faster payments out, but I'm satisfied that Nationwide have other methods of withdrawal on his account – even if they might be different to the faster payments out method that Mr S wants them to offer him.

I've considered what Mr S has said about the regulator's guidelines and how Nationwide should be keeping him safe. But I'm not persuaded that Nationwide are breaking any guidelines here. I say this as while withdrawing cash is one method available to Mr S, it is not the only way Nationwide can facilitate a transfer/withdrawal on the account.

The savings account terms and conditions show an option is a "*Corporate cheque*" which is "*a guaranteed payment method which can be requested in branch or by post*". While this may take time to clear at a third party provider, it is a way which Mr S could withdraw from his account without involving physical cash or paying a £20 CHAPS fee.

Mr S also appears to have the option – as shown on the savings account terms and conditions to make an internal transfer to another Nationwide account. While this may involve Mr S opening a new account with Nationwide, this may be an option for him to open a savings account which can facilitate faster payments to an external account.

So if Mr S opened a savings account which could facilitate faster payments out with Nationwide, then he could transfer the funds from his loyalty saver (that he wanted to transfer to his external account), first of all to the Nationwide new savings account which could facilitate faster payments out, then once it reaches his new Nationwide account, he could make a faster payment to his external account. This would avoid any clearing times involved in any cheque withdrawal.

It's worth noting that Nationwide aren't required to agree to a bespoke process for Mr S. And Mr S has acknowledged that faster payments weren't available when he first opened the account back in 2012. The terms are clear that faster payments are not available on the loyalty saver account, so I do think that Nationwide have been clear and transparent about this, and they have other options for Mr S to withdraw/transfer his funds, therefore I can't say they've treated Mr S unfairly here.

I've considered that Mr S was told incorrect information about faster payments by

Nationwide staff. This would have been distressing for Mr S who was aware that other providers (and Nationwide themselves) offer faster payments for some savings accounts. Nationwide refunded the CHAPS fee for the transfer Mr S made as a goodwill gesture. And I'm persuaded that the £30 Nationwide paid Mr S is proportionate for the incorrect information. Ultimately, the terms are clear for the loyalty saver that faster payments aren't available here. As Nationwide are adhering to the terms and conditions then it follows I don't require them to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 June 2024.

Gregory Sloanes
Ombudsman