

The complaint

Mr K is unhappy that Nationwide Building Society isn't dealing with his damaged windscreen motor claim under his Flex Plus Breakdown Assistance Policy cover. This cover is provided as part of his Flex Plus bank account.

What happened

Mr K's packaged bank account allows him certain extra benefits including motor breakdown cover. Mr K's windscreen was vandalised, so he contacted the provider of the motor breakdown insurance policy - company B. B didn't accept the claim. It told Mr K he wasn't covered for his smashed windscreen by the breakdown policy.

Mr K didn't think that was clear under the policy, so he complained to Nationwide as it provides him with the packaged bank account that includes this additional insurance policy.

Nationwide said B's outcome of not dealing with the windscreen claim was fair. It said Mr K could complain further to B if he so wished and issued him with its own final response. Unhappy with this Mr K brought his complaint about Nationwide to this service.

Our investigator didn't uphold the complaint. She said Mr K had applied for the bank account online so there wasn't any mis-sale. Our investigator said the complaint was the responsibility of B as Nationwide had confirmed. But as Mr K continued to question this, she followed up saying the smashed windscreen didn't meet the definition of a breakdown in line with B's policy wording. Although she accepted the vehicle might not be driveable it hadn't suffered a breakdown.

Mr K didn't accept this and asked for his complaint to be passed to an ombudsman.

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.

Mr K suggested there was some confusion around his complaint so to avoid any issue, I'm going to start here by noting what was on his complaint form to this service:

"I have a packaged bank account with NBS which included [motor] breakdown cover. When I attempted to use the product on a trip to [B] informed me I was not covered for a smashed windscreen. When I review the policy document this was not made clear and none of the exclusions allude to this. I had to pay for recovery..to home. I had to pay for overnight stay and I was without a vehicle for a number of days."

Mr K also suggested the account had been wrongly sold to him. But Nationwide confirmed that the account was taken out online and there was no advice given. So, I don't think the account was mis-sold to Mr K. As it was bought online it would be Mr K's responsibility to make sure that the account was suitable for his requirements and needs.

In response to Mr K's complaint Nationwide pointed out the insurance policy benefits are provided by a third party in this case – B. It noted that the information and booklet provided also come from B as B administers the policy. It said complaints about service or claims would need to be dealt with by B as Nationwide don't have access to B's systems. It concluded by saying it couldn't investigate the matter further.

So, Nationwide has said Mr K is perfectly entitled to complain to B about the claim. And I think Nationwide has been clear about what it can and can't do in relation to the claim and issues Mr K has with B. I note in the hope of covering off each point Mr K raised with this service our investigator has tried to go through each one of Mr K's further points. But in terms of this decision, I can only deal with Mr K's original complaint.

Mr K has said the details within the policy wording are unclear. But I think Nationwide acted reasonably and fairly when it confirmed to Mr K that he would need to take up motor breakdown issues with B. Nationwide said the documents all came from B. It said B administer the policy and provide all the documentation. So, I think it's fair and reasonable if there are issues within the wording these should be discussed and resolved with B. I don't think Nationwide did anything wrong.

I'm not sure if Mr K has taken the matter further with B.

My final decision

I don't uphold this complaint.

I make no award against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 11 April 2024.

John Quinlan
Ombudsman