

The complaint

Mr P complains that Nationwide Building Society unfairly closed his account, which he believes is due to it discriminating against him because of his sight impairment. He also complains that it failed to provide reasonable adjustments for him.

What happened

Mr P telephoned Nationwide in October 2022 to ask if a refund he was expecting had come through. The adviser asked him if he had logged onto the app. He pointed out that he is registered blind so couldn't use the app so he shouldn't be asked that question. The adviser said that his profile had not yet loaded and apologised. Mr P didn't accept the apology and said that he was going to raise a complaint about the adviser. He was told that the refund could take 7 to 10 working days. The adviser then went away and checked and returned to say it would actually be 3 to 5 working days, so as they were still within that time period she advised that the refund had not yet come through. Mr P persisted in asking why the adviser had asked him about using the app. He also made what Nationwide described as belittling comments about the adviser's conduct and competence. The call was terminated by the adviser.

When Mr P pursued his complaint Nationwide pointed out that he had complained several times before about being questioned about using the app. It had been explained to him on each occasion that the account he had was an online one linked to the use of an app and it had blind customers who used devices that helped them use the app. Although Mr P said he did not have such devices, he had been told on each occasion that it would be helpful if he were to highlight to the adviser when he first got through that he didn't have use of the app. Nationwide went on to say that as the relationship between them had broken down irretrievably it was closing his accounts and gave him two months' notice.

On referral to the Financial Ombudsman Service, Mr P explained that he thought that Nationwide closed his accounts because he is blind. Our Investigator thought that Nationwide had acted reasonably. It was entitled to close the accounts on giving, where appropriate, reasonable notice under the terms and conditions of the accounts. She didn't feel that in doing this Nationwide had discriminated against Mr P.

The matter has been passed to me for further consideration.

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 not my role to say whether Nationwide has acted unlawfully or not – that's a matter for the Courts. My role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, I have to take a number of things into account including relevant law and what I consider to have been good industry practice at the time. So although it's for the Courts to say whether or not Nationwide has breached the Equality Act 2010, I'm required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding

what is fair and reasonable in the circumstances of the complaint.

Mr P made a number of complaints to Nationwide from July 2017 to November 2022. I won't go into those in detail as Nationwide has resolved them and where appropriate acknowledged errors and paid compensation. But it's clear that, as I've said above, Mr P in the course of those complaints particularly complained about advisers asking him if he had used the app. It was explained on each occasion that as Mr P's account is one that links to an app, the adviser would be likely to ask him about this. As this is clearly an introductory question which Nationwide advisers ask, this is done before his profile comes up on screen so any notes about his disability will not be evident. This was explained to him and he was asked, if he felt offended at the question, to tell the adviser on first contact.

With regard to the telephone call which took place on 19 October 2022, Mr P asked if he had been fully validated. When he was told he was, this may have been why he objected to being asked if he had logged onto the app. However the adviser did explain that she had not yet seen his details. Then she said that the refund would normally take 7 to 10 working days, though when she went back to check advised that it would be 3 to 5 working days. Nationwide did say that Mr P went on to make belittling comments. The comments Mr P made, as I've listened to the call, questioned the adviser's competence and accused her of being lazy. Mr P told a subsequent customer service adviser that he was joking and the comments were just banter. I have to say that they did not come across like that.

In my view, the adviser was just following procedure and Mr P knew that from his previous complaints. I think she was professional and polite. Arguably she should have notified Mr P that she was terminating the call but I appreciate that it might have been difficult for her in those circumstances to continue.

Under the Equality Act a business has to make reasonable adjustments for someone's disability. This means, in Mr P's case, adjustments so that his accounts were accessible to him. This particular account he had linked to an app, which most banks have. It is not my role to look at Nationwide's overall processes and procedures giving access to such an account. It does appear that the account was accessible to blind people with the use of devices which Mr P did not have. However he was able to use telephone banking so I think Nationwide had made reasonable adjustments to make the account accessible.

Turning to the closure of the account, as our Investigator pointed out banks and building societies are able to close accounts under their terms and conditions and this is a commercial decision. This does come with a caveat in that Nationwide could not close the account for discriminatory reasons. In so far as the Equality Act is concerned this would mean a person must not be treated less favourably because they have a disability, in Mr P's case, his sight impairment. Mr P alleges that the account was closed because he is blind. Nationwide says that it was because of the irretrievable breakdown in their relationship, especially in light of the telephone conversation on 19 October 2022 and the way it says Mr P treated its adviser. I have noted that previously Nationwide had cause to warn Mr P about his conduct. And it is clear that Mr P was never going to accept that he could not complain about advisers telling him to use the app or that he needed to tell the adviser at the outset of the call that he couldn't use the app.

Nationwide clearly decided that because of the way that it believed Mr P was treating its members of staff and the number of complaints he made about the same issue, the relationship between them had irretrievably broken down. This wasn't in my view because he was blind. So I think that Nationwide acted fairly when it notified Mr P that it was closing his accounts.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 November 2023.

Ray Lawley
Ombudsman