

## **The complaint**

Miss J is unhappy that in late 2022 Santander UK Plc misinformed her about the criteria of an account switching offer. She says that this led to her missing out on her receiving the switching incentive and stopped her changing her account to a different provider, which also was running an account switching incentive.

## **What happened**

Miss J received an advert from Santander which said that it would pay £175 if a new or existing customer switched an eligible current account to a certain range of accounts that it offered.

Miss J says that she went to a branch of the bank to confirm that she would be eligible if she switched her existing current account to a 123 Lite Account. She says she was told that she would be eligible.

After some time, she was told that she was not eligible because, whilst existing customers were eligible for the offer, it was only if they switched *a current account from a different provider* to Santander and that changing an existing account with Santander to one of the qualifying range of accounts was not sufficient.

Miss J says that, had she been told this when she first queried it in branch, she would have changed to a different provider that was offering £200 if she switched to it. Miss J says that the switching incentive with the other provider had expired by the time she was told by Santander that she was not eligible.

Miss J raised a complaint with Santander regarding this. Santander declined Miss J's complaint but credited her with £10. One of investigators looked into this matter already. They did not think that Santander had done anything wrong in not paying the switching offer and they did not think that Santander had misinformed Miss J when she made her enquiries in branch. They believed that it was more likely that Miss J was told that existing customers were eligible for the switching offer in general rather than that she specifically was eligible given her circumstances.

Miss J did not agree and therefore her complaint was referred to me to issue a final 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.

In this instance there are two main things for me to consider. Firstly, whether Miss J was eligible for the switching offer. And secondly, whether Miss J was misinformed by Santander.

### *Was Miss J eligible for the switching offer?*

The terms and conditions of the switching offer say, in relation to being eligible for the switching offer, that:

*“2. Eligibility To qualify for the Switcher Offer and the Cashback Payment the following eligibility criteria apply:*

*2.1 You need to have instructed us to start a full switch from a personal current account not held with us, cahoot or Cater Allen ('Old Account') to a new or existing 11213, 11213 Lite, Everyday, Select, or Private Current Account held with Santander UK plc using the Current Account Switch Service (CASS) on or after 23 August 2022 and before the Switcher Offer is withdrawn, see condition 4.3 below ('Qualifying Account').”*

So it is clear that Miss J needed to have switched *an external* account from a different provider to Santander to qualify for the switching offer.

Miss J has provided us with a screenshot of Santander's website dated 23 January 2023, in which it does say that existing customers are eligible for the switching offer. But it also says that an account has to be switched using CASS which is the current account switching service. My understanding is that this service can only be used when moving an account from one external provider to another.

So I don't think that the screenshot provided is misleading, or that it states that an existing customer would be eligible if they changed an existing Santander account to one of the account mentioned in the offer.

Miss J says that she went to a branch of Santander to confirm that she would be eligible for the switching bonus and was incorrectly told that she was.

Santander have no records of this discussion, which is unsurprising as banks do not record every interaction in branch between a consumer and a member of staff.

So overall I need to consider what is most likely to have happened based on the information that we do have. My understanding is that the guidance that Santander staff have for the switching offer is what is listed on the website. I find it unlikely, albeit on balance, that if Miss J fully explained what she was intending to do ie to upgrade an existing Santander Current account to one of the eligible accounts, that she would have been told that she would receive the account switching incentive. Especially as it seems that all of the recent switching incentives that I can see that Santander offered, required a current account with an external provider to be transferred to Santander.

So overall, and having considered everything, I think that Miss J was not eligible for the switching incentive. And I don't think it's more likely than not that Miss J was misinformed by Santander. It follows that I am unable to uphold this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 13 September 2023.

Charlie Newton  
**Ombudsman**