

The complaint

Mrs M complains that Nationwide Building Society did not inform her that a switch incentive had been withdrawn.

Mrs M is represented by her husband in bringing this complaint. But for ease of reading, I'll refer to any submission and comments he has made as being made by Mrs M herself.

What happened

Mrs M visited a branch of Nationwide to switch her account from a third party provider and to benefit from a £200 switch incentive. When she was in the branch trying to switch the account, there was a problem with the email address. Mrs M was able to switch her account to Nationwide a few days later with the assistance of a family member. Mrs M had visited the branch for an unrelated matter after this and she was told that the switch incentive offer had ended on 30 November 2022 (the day before she originally visited the branch), but she says she was never told about this and Nationwide staff including a call handler she spoke to weren't aware the offer had ended on 30 November 2022. Mrs M made a complaint to Nationwide.

Nationwide partially upheld Mrs M's complaint and credited £75 to Mrs M's account. They said sometimes their systems do have a system failure that prevents members from adding their contact details. In this case, it was her email she tried to include when she was in the branch. They believed due to this error on this day, this was the reason the email would not work for her. Nationwide said that they were sorry that the branch did not advise that completing the switch in December 2022 would not get the switch incentive as the offer ended on 30 November 2022. They said within their terms and conditions, it does clarify that the £200 bank account switch offer ended on 30 November 2022. They said if members applied to switch their bank account after this date, they were unable to provide the incentive with no exceptions. Mrs M brought her complaint to our service.

Our investigator did not uphold Mrs M's complaint. He said unfortunately, it was not possible to establish precisely what happened with regards to whether Mrs M was informed about the switch offer ending or not. Due to this, in part, Nationwide paid Mrs M £75 compensation. He said the terms and conditions for the account switch shows that the switch incentive can be removed at any point by Nationwide at their discretion. In addition, it details that the switch would start 3 October 2022 and would continue until changed, replaced, or withdrawn by them. Mrs M asked for an ombudsman to review her complaint.

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.

Nationwide reached out to the branch and told us in their submission to our service that the branch *"advised that they had been advising customers that came in just after (the) offer (was) withdrawn that it had been withdrawn, however, this isn't something that they are required to do unless specifically asked about (the) switch offer."*

So both parties don't agree on what was discussed here as the branch says they would have told Mrs M if she would have asked about the switch offer, and Mrs M says she wasn't told about the switch offer ending. Although Mrs M said a call handler she spoke to didn't know the offer had ended, Mrs M did not speak to the call handler prior to her application, so I'm not persuaded that this had an impact on the actions she took in switching her account to Nationwide. It may be that Mrs M had seen the switch offer was advertised and visited the branch and asked them to switch her account without mentioning the incentive and this is why she might not have been told the offer had ended, as people do switch current accounts even when there is not a switch incentive, or she may have specifically asked about the £200 incentive and they didn't tell her this had ended the day before.

But as my role is impartial, I'm unable to put more weight on either sides version of events without the evidence to support this. So I've had to rely on the current account online switch offer terms and conditions, to see what this says about the offer ending, and what notice (if any) that Nationwide have to give to withdraw this offer. The offer started on 3 October 2022. The terms show that the offer is only available online. There is a section which says "*Will the offer be withdrawn?*" Under section 16 of the terms it states the following:

"We may change, replace, or withdraw this offer at any time. If we do this and you've already requested a switch, you'll still be eligible for the offer so long as:

- The switch completes within 60 days of you requesting it; and*
- You meet all of the requirements set out in these terms and conditions, and none of the exclusions apply."*

So as the offer had expired on 30 November 2022, and the switch process had not been started by this date, this is why Mrs M was not eligible for the switch incentive. As the terms and conditions state the offer can be withdrawn at any time, then they would not be required to give notice that the promotion was ending.

Nationwide accept that there was poor service provided to Mrs M and they said they would credit her account with £75. I'm satisfied that this is fair. I say this as it would have been frustrating for Mrs M that she couldn't complete her application when she first initiated this. And I can't prove whether she was given incorrect information about the switch incentive. So it follows that Nationwide should pay Mrs M the £75 they said they would credit her account with if they haven't already done so. But I don't require them to do anything further.

My final decision

Nationwide Building Society has already made an offer to pay £75 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Nationwide Building Society should pay Mrs M £75 for poor customer service (only if they haven't already paid this). But I won't be requiring them to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 21 September 2023.

Gregory Sloanes
Ombudsman