

## **The complaint**

Mr L complains that Nationwide Building Society unfairly refused to pay him a switch incentive.

## **What happened**

In 2023 Mr L switched his current account to a Nationwide account held jointly with his wife. Nationwide paid £200 to Mr L's wife but would not pay the same to him.

Nationwide told Mr L that under the terms of the switch incentive, the offer was only valid on the first sole current account and first joint current account you have switched, so he didn't qualify. Mr L disagreed with Nationwide, saying that the terms of the offer didn't specify that there can be only one switch payment per account – only that Mr L could only receive one payment whether he was switching to a sole or joint account.

Our investigator thought that the terms of Nationwide's incentive meant that it was correct to say only one incentive was payable per joint account. However, our investigator listened to the call that Mr L had with Nationwide before he switched accounts. He thought it led Mr L to believe that his switch would be eligible. For this failing, our investigator recommended that Nationwide pay Mr L £50.

Mr L was unhappy that our investigator considered Nationwide's terms in isolation and didn't take account of the fact that Nationwide had not communicated these terms to him. Mr L also said that if he had been aware that Nationwide's terms on the offer page differed to the full terms and conditions, he and his wife would have opened individual accounts with Nationwide.

Our investigator still didn't think that Nationwide had made a mistake with the terms that it applied. He pointed out that the switching offer included a link to the full terms and conditions so these were made available to Mr L before he decided to switch.

Mr L remains unhappy with the investigation outcome saying the offer page showed the criteria he would have had to meet to qualify for the switch incentive. And that the terms and conditions then contradicted the offer page. Mr L still wants Nationwide to pay him £200.

Mr L asks that we consider the Consumer Rights Act 2015 when reviewing his complaint saying that the term restricting the incentive to one per joint account should have appeared on the main offer web page. He thinks that Nationwide is bound by the statement the agent made during the call he had in November 2023. Mr L says that a link to a web page is not regarded as a durable form so Nationwide can't rely on terms set out in its website.

## **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 realise that I have summarised this complaint in less detail than the parties and that I have

done so using my own words. The rules that govern our service allow me to take this approach but it does not mean I have not considered everything the parties have given to us. Having done so, I agree with the conclusions reached by our investigator and will explain why.

Nationwide gave details of its switch offer on its website. Although this offer is no longer available, it is possible to view the switch offer as it would have appeared in 2023 by using the Wayback Machine. This is an internet archive which takes snapshots of how websites looked at particular moments in time.

This has allowed me to view Nationwide's switch offer as it would have appeared in 2023 around the time that Mr L switched his account. The initial page sets out how to get the bank account switch offer and says, "This must be the first time you've got one of our switch offer on a sole or joint account since 18 August 2021".

I accept that Mr L may have understood this to mean Nationwide would pay him the incentive as well as his wife, the other joint account holder. However, the offer page goes on to say: "You cannot be subject to any of the exclusions in the terms and conditions" and includes a hyperlink to the switch terms. The same website page also says: "To get our £200 switch offer, you'll need to complete a full switch and meet our other switch offer terms and conditions" again with a hyperlink to the terms. So, I think it was clear that Nationwide's switch offer was subject to terms and conditions not set out in full on the offer landing page.

Clause 11 of the switch terms and conditions say that "If you're switching into a joint account with us, you'll only receive one payment into the account for that switch". Based on this, I don't consider it was unreasonable for Nationwide to say that it would not pay a second switch incentive to Mr L.

Mr L thinks that a web link to Nationwide's terms and conditions is not regarded as a durable form. The reference to durable comes in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations. These regulations place certain requirements on traders to provide confirmation of concluded contracts on a durable medium. But banking services are generally exempt from the regulations, so I don't think I need to say more about this here.

I have listened to the call Mr L had with Nationwide in early November 2023. I can hear Mr L say that Nationwide seems to have assumed that the recent switch into a joint Nationwide account was a joint switch, when in fact it was only his wife who had switched her sole account with another bank to the joint account with Nationwide. Mr L tells Nationwide that he also plans to switch and thinks it likely Nationwide will say no as he has already had one switch.

I agree that the call handler didn't challenge Mr L's assumption that he could also switch and said he would put a note on the system. But this wasn't a case of Nationwide explicitly telling Mr L that he would be eligible for the switch incentive along with his wife. And I don't think it was obvious from the call that Mr L intended to switch to the joint account as it's possible he might have wanted to switch to a sole current account with Nationwide.

I agree Nationwide missed an opportunity during the call to clarify the terms of the switch with Mr L and for this failure, I think £50 is a fair award. But I don't consider anything was said by Nationwide which means it was then unfair to rely on the terms of the switch on its website. So, I still don't think Nationwide needs to pay Mr L the £200 switch incentive.

Nationwide accepted our investigator's recommendation that it pay Mr L £50 on the basis that his wife also accepts the outcome. Although the Nationwide account is a joint account,

Mr L has brought this complaint in his sole name as he complains about the switch he made from an account held elsewhere in his sole name. As Mr L's wife received the switch incentive, she has no reason to complain. So, I don't make my final decision on the basis that she also accepts or rejects my decision.

### **Putting things right**

Nationwide should pay Mr L £50.

### **My final decision**

My final decision is that I uphold this complaint. In full and final settlement, I require Nationwide Building Society to put things right as set out above..

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 9 May 2024.

Gemma Bowen  
**Ombudsman**