

## **The complaint**

Mr M and Mrs M are unhappy that TSB Bank plc won't pay them current account switching incentive payments they feel they've qualified for.

## **What happened**

In October 2022, Mr M opened a new TSB account. He did so with the intention of switching the joint current account he held with another provider with Mrs M to TSB, to take advantage of account switching incentives offered by TSB at that time. But when Mr M tried to instruct the switch to the newly opened TSB account, he was unable to do so because the new TSB account that he'd opened was in his sole name and wasn't a joint account.

Mr M and Mrs M were told by TSB that they would need to visit a branch to add Mrs M to the new account as a joint account holder before the switch could be completed. But shortly afterwards, Mr M fell ill and was in hospital for several months.

Mr M came out of hospital in February 2023, and he arranged a branch appointment with TSB that same month. At that appointment, Mr M explained that he was only opening the account to take advantage of the switch incentives, and TSB's branch manager assured him that he would be able to do so. Mrs M was added as a joint holder to the account, and a current account switch was then requested. The current account switch completed on 8 March 2023.

Mr M and Mrs M ensured that they used the account to comply with the requirements of TSB's switch incentive and felt that they should have been entitled to two incentive payments totalling £200. But TSB didn't pay these incentive payments to Mr M and Mrs M. Mr M and Mrs M asked about this and were told that because the new TSB account had been opened by Mr M in October 2022, but the switch hadn't been completed until March 2023, they hadn't qualified for either incentive payment. Mr M and Mrs M weren't happy about this, so they raised a complaint.

TSB responded to Mr M and Mrs M and reiterated that they hadn't qualified for the incentive payments. However, TSB did acknowledge that that Mr M and Mrs M might have been given incorrect information about whether they would qualify for the incentive during their branch appointment, and they offered to pay £50 compensation to Mr M and Mrs M because of this. Mr M and Mrs M weren't satisfied with TSB's response, so they referred their complaint to this service.

One of our investigators looked at this complaint. They felt it was likely that Mr M and Mrs M had been told that they would still qualify for the incentives in February 2023, and so they said TSB should pay the £200 combined incentive money them, along with the £50 they'd previously offered as compensation. TSB didn't agree with the recommendation put forward by our investigator, so the matter was escalated to an ombudsman for 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.

I issued a provisional decision on this complaint on 29 April 2024 as follows:

*Mr M opened a new account with TSB in October 2022. At that time, TSB's switch incentive criteria included that a new TSB account must be opened by 31 October 2022, and a full switch to that newly opened account must be completed by 18 November 2022.*

*Mr M has explained that shortly after opening the new TSB account, he fell ill and was in hospital for several months. This meant that Mr M was unable to comply with the second part of the criteria listed above. And this was especially the case given that Mr M needed to add Mrs M to the newly opened account as a joint account holder before they could instruct a switch from the account that Mr M and Mrs M held jointly with another provider.*

*The fact that Mr M and Mrs W couldn't instruct a full switch before 18 November 2022 because of Mr M's illness is unfortunate. But because they were unable to do so, it meant that they didn't meet TSB's switch incentive criteria at that time.*

*Furthermore, in March 2023, when Mrs M was added to the account and when Mr M and Mrs M then instructed a full switch to their joint TSB account, TSB had a new set of switch incentive criteria in place. These new criteria included that a new TSB account must be opened between 1 February and 3 March 2023. And because Mr M had opened the new TSB account in October 2022, this meant that Mr M and Mrs M didn't meet this later set of switch incentive criteria either.*

*Accordingly, I'm satisfied that Mr M and Mrs M didn't meet either set of switch incentive criteria described above – because of the length of time between when Mr M opened the new TSB account and when a full switch to that new account was completed.*

*However, Mr M and Mrs M have said that when they attended a TSB branch on 25 February 2023 to add Mrs M to the TSB account as a joint holder, they were told by TSB's branch manager that they would still qualify for the switch incentive and so would receive the switch incentive payments. Because of this, Mr M and Mrs M say that they made sure they used the new account to meet the remaining criteria needed to qualify for the switch payments, and they feel that TSB should pay them the switch incentive payments they were told that they would receive.*

*TSB don't agree that Mr M and Mrs M were told incorrect information about their eligibility to qualify for the switch incentives by their branch manager in February 2023. And TSB have explained that their staff are well versed in switch incentive criteria, including the required dates, and that there are no meeting notes to corroborate Mr M and Mrs M's position.*

*But TSB have previously acknowledged in their response to Mr M and Mrs M's complaint that they may have been given incorrect information about their eligibility for the switch incentive payments. And TSB offered £50 to Mr M and Mrs M as compensation for this potential provision of incorrect information.*

*Notably, there are two incentive payments under consideration here. The first of these is a £125 payment for switching an account to TSB. While the second is a £75 payment for using the account in a set way between April and September 2023 - which it's my understanding that Mr M and Mrs M did.*

*When considering these two incentives, I don't feel that TSB should fairly be instructed to pay Mr M and Mrs M the £125 account opening switch incentive payment – because, ultimately, they didn't qualify for it. I accept that the Mr M falling ill at that time was*

*unfortunate, but it meant that Mr M and Mrs M couldn't, and didn't, fulfil the necessary criteria within the required dates to qualify for that payment. And if Mr M and Mrs M were later incorrectly told that they did still qualify for that incentive payment, that misinformation didn't alter the fact that they had in fact already failed to meet the necessary date criteria.*

*However, regarding the £75 payment, I feel that the possibility exists that Mr M and Mrs M were told that they could still qualify for this payment, and that they acted in response to that misinformation to ensure that they managed the joint TSB account so that they met the required criteria. And because of this, I'll be provisionally upholding this complaint in Mr M and Mrs M's favour and instructing TSB to increase their offer of compensation to Mr M and Mrs M by £25 – from £50 to £75 – so that Mr M and Mrs are effectively paid this £75 incentive payment.*

*As alluded to above, I take this position because I feel that the possibility exists that Mr M and Mrs M were misinformed about their eligibility for the £75 incentive payment when they visited branch – which as previously explained, TSB have themselves acknowledged. And because Mr M and Mrs M may have undertaken future actions based on this misinformation to ensure that they qualified for the £75 incentive payment.*

*But to reiterate, I won't be instructing TSB to pay the £125 incentive payment, in part because if Mr M and Mrs M were misinformed about their eligibility for that payment in February 2023, they'd already hadn't met the necessary criteria for that payment at that time.*

*I also won't be instructing any further payment to Mr M and Mrs M beyond this £75 compensation payment. This is because, ultimately, Mr M and Mrs M didn't qualify for either incentive payment, for the date reasons already explained. And I'm instructing the £75 compensation payment for the potential misinformation because I feel it's fair that Mr M and Mrs M effectively receive the £75 they would have received regarding the second incentive payment, had they been eligible to do so.*

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Mr M and Mrs M responded to my provisional decision and said that they didn't accept it. However, while I appreciate Mr M and Mrs M's strength of feeling on this matter, upon reflection, I continue to feel that the outcome described in my provisional decision above does represent a fair resolution here, for the reasons I've already explained within that provisional decision.

In short, this is because Mr M and Mrs M ultimately didn't qualify for either incentive payment because of the length of time that elapsed between the TSB account being opened and the switch to that account being completed. And any misinformation that TSB gave to Mr M and Mrs M didn't change the fact that they weren't eligible to receive either payment.

However, because I feel that Mr M and Mrs M acted in response to the misinformation about their eligibility that they were given by TSB to ensure that they did qualify for the ongoing requirements of the £75 payment that they were never eligible to receive, I feel that TSB should fairly pay £75 to them.

But this requirement for ongoing action from Mr M and Mrs M wasn't a factor regarding the £125 payment. This was because when Mr M and Mrs M were incorrectly informed of their eligibility to receive the incentive payments by TSB, they had already opened the TSB account some months previously. This meant that Mr M and Mrs M had already failed to qualify for the £125 payment, because the required switch hadn't been completed on time. And so, I don't feel that TSB should fairly or reasonably be instructed to pay the £125 amount to them.

Mrs M and Mr M have said that they wouldn't have completed the switch to TSB if they had been correctly told that they wouldn't have been eligible for the £125 payment but would have closed the account and opened a new TSB account so that they were eligible for the incentive payments. But TSB wouldn't have allowed such an action, which would have been a clear attempt by Mr M and Mrs M to circumnavigate the requirements of the incentive.

All of which means that my position on this matter remains unchanged, and so I confirm that my final decision is that I uphold this complaint in Mr M and Mrs M's favour on the basis described in my provisional decision above. I realise this won't be the outcome Mr M and Mrs M were wanting, but I hope that they'll understand, given what I've explained, why I've made the final decision that I have.

### **Putting things right**

TSB must make a payment of £75 to Mr M and Mrs M.

### **My final decision**

My final decision is that I uphold this complaint against TSB Bank plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 25 June 2024.

Paul Cooper  
**Ombudsman**