

## **The complaint**

Mr L complains about how Santander UK Plc dealt with a switch application.

## **What happened**

Mr L says he made a switch application to Santander which if successful would have meant he was paid an incentive of £185. He says the other bank involved which I will call "S" incorrectly rejected the application. Mr L says Santander withdrew the incentive on 4 April 2024 and he was incorrectly told he was not eligible for it. He says the application had started and so had 60 days to meet the criteria. Mr L would like compensation equivalent to the £185.

Santander says the switch was cancelled by S and when Mr L contacted it on 5 April 2024 it had withdrawn the offer. It says Mr L needed to make a new switch application as the previous application had ended as a result of S rejecting it.

Mr L brought his complaint to us, and our investigator didn't uphold the complaint. The investigator thought the switch process had ended on 3 April 2024 and that Mr L needed to make a new application. The investigator didn't think Santander had made a mistake as the incentive had been withdrawn on 4 April 2024 and that the switch code used ended the application.

Mr L does not accept that view and in summary says if any criteria fail at the first attempt, then Santander can re-try. He says which ever switch codes Santander used, they do not end the switch process.

## **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.

Having done so I have come to the overall view that I don't uphold this complaint.

The starting point for this complaint is the switch terms and conditions. In summary they say that the switch must be started before the incentive offer is withdrawn and there is a 60-day period to meet the eligibility. So, I agree with Mr L that the important point is that the switch must be started, as in the case before 4 April 2024.

The slightly more detailed terms and conditions also state that Santander will assess an account to decide if the switch criteria is met. So, I am satisfied that it's up to Santander to decide if the criteria or eligibility for the incentive is met. I also accept that Santander can't include details of every eventuality in the terms and conditions. I am satisfied that S rejected the application which led to Santander recording a code on its systems. That code makes clear that the switch process can't be proceeded with, and a new switch process has to be started if a customer still wishes to switch accounts.

I am satisfied that S's actions meant that the switch process had ended and that it follows

that a new application would have had to be made by Mr L. There is no dispute by that point the incentive had ended and so I don't think Santander made a mistake or acted unfairly by telling Mr L he was no longer eligible for it.

I appreciate Mr L says the process had started and so he had 60 days for the eligibility criteria to be met. But I have made clear that the process had ended due to S's actions and that a new application would need to be made. I also appreciate Mr L says the internal guidance is not relevant here but it's Santander's correspondence that is. I have made clear that I disagree and find that Santander did act in line with its rules on this issue by telling Mr L to contact the other bank. The important point being that the code used as a result of S's actions meant the switch process had to be re-started. I accept that Santander could have been clearer in that communication, but the overall result would be the same that Mr L was not eligible for the incentive.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 7 September 2024.

David Singh  
**Ombudsman**