

The complaint

Ms S complains that Nationwide Building Society did not pay her the £200 incentive payment when she switched her current account from another provider to Nationwide. She also complains about Nationwide's handling of her complaint.

What happened

On 9 December 2023 Ms S opened a new current account with Nationwide Building Society, through the switch section of its website. Nationwide was then offering an incentive of £200 for customers switching their existing current account to the society. Nationwide set out its terms and conditions for making the incentive payment in its document *"Nationwide Building Society Current Account Online Switch Offer effective from 21 September 2023"* ('the Switch Offer').

On Nationwide's website Ms S had the option to start the switch immediately or to do it later. To start the switch immediately she said Nationwide gave her the option of a date up to seven days from 9 December 2023. Ms S selected to do the switch later because she was expecting some movement on her existing current account in the coming days. She understood that she had 60 days to complete the switch under Nationwide's Switch Offer.

Ms S says that on 9 January 2024 she tried to complete the switch online but was unable to do so. She spoke to a customer service adviser. Nationwide arranged to start the switch process that day and gave Ms S a Current Account Switch Service ('CASS') reference.

Nationwide also said that Ms S had not started the switch process on 9 December 2023, as she said she had. Nationwide said this meant she would not receive £200 because it had withdrawn the Switch Offer incentive payment on 21 December 2023.

Ms S complained. She said that she had started the switch process on 9 December 2023 and asked Nationwide to honour the Switch Offer incentive payment. She also asked for financial compensation for the waste of an hour of her time on 9 January 2024 including several failed attempts at online switchover and the customer service call.

A few days later Nationwide responded to say that Ms S had not generated the switch in December 2023. It gave her some information about the timescales for completing the switch and suggested that she could have chosen a switch date which was longer than seven days in the future. Nationwide said Ms S had requested to switch her account to Nationwide on 9 January 2024, which was after the date it had withdrawn the £200 incentive payment. So it would not pay her £200. But it said there seemed to have been technical issues on 9 January 2024 which meant Ms S could not complete the switch herself. Nationwide offered £30 for the technical difficulties and the time she had lost in calling Nationwide.

Ms S was not satisfied with Nationwide's response. She restated her complaint and said she had requested the switch on 9 December 2023. In addition to the £200 incentive payment, she asked Nationwide to increase its offer of £30 to £50 for the additional time she had spent on the complaint due to Nationwide's mistakes. She complained that Nationwide had called

her about her complaint rather than emailing her as she had requested. She also asked for a transcript of her 9 January 2024 complaint.

At the end of January 2024 Nationwide issued its final response letter. It said Ms S had not requested a switch in December 2023. It said she didn't request the switch until January 2024 and so she was not eligible for the incentive that it had withdrawn in December 2023.

Ms S came to us. Our Investigator didn't uphold the complaint as she did not consider that Ms S had requested to switch her account in December 2023. As such, our Investigator didn't think she could fairly say that Nationwide should pay the £200 incentive that it withdrew in December 2023. Our Investigator thought the £30 payment Nationwide had offered in its initial response to her complaint was fair. Ms S disagreed with our Investigator's view and asked for an Ombudsman's review.

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 have decided not to uphold this complaint as I consider Nationwide made a fair and reasonable offer to resolve it. I will explain my reasons. Although I have read and considered all the evidence I will focus on what I consider to be the central issues.

There's no dispute that Ms S opened her Nationwide current account in December 2023. The relevant parts of the Switch Offer are as follows:

“How do I qualify for the offer?”

- 3. You must meet all the requirements set out in these terms and conditions. You won't qualify for this offer if any of the exclusions set out in clauses 9 or 10 apply to you.*
- 8. The switch must be completed within 60 days of you requesting it.*

When won't I qualify – what are the exclusions?

- 9. You won't qualify for this offer if:*
- You didn't complete the switch within 60 days of requesting it.*

If I meet all the requirements in these terms and conditions, how much will I get paid?

- 11. We'll pay you £200.*

Will the offer be withdrawn?

- 16. 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 the requirements set out in these terms and conditions, and none of the exclusions apply.”*

The key issue here is the date on which Ms S requested the switch. If Ms S requested the switch before 21 December 2023 when the incentive scheme was withdrawn she would still qualify for the incentive payment if she completed the switch within 60 days.

I've reviewed all the evidence, including Nationwide's internal records. From the evidence, I find that Ms S requested the switch on 9 January 2024 and not in December 2023. Indeed, Ms S herself said she did not request the switch in December 2023 because she was waiting for some payments into her existing current account. I find that Ms S did not qualify for the

incentive payment under the Switch Offer because she did not request a switch before the incentive scheme was withdrawn on 21 December 2023.

As Ms S says, she had 60 days to complete the switch. But under the Switch Offer she had to request the switch before the date the incentive was withdrawn. I find she did not do so.

Nationwide offered Ms S £30 for the technical problems she experienced in completing the online switch and her time spent calling Nationwide. Like our Investigator, I find that was a fair and reasonable offer for her time and inconvenience.

I appreciate Ms S had to spend time pursuing her complaint with Nationwide. Nationwide called her for information although she had asked for email contact. I think the society's letter of 14 January 2024 could have been expressed more clearly in relation to the timescale for the switch to complete under the Switch Offer. But even if the letter had been clear on this point, my view is that Ms S would still have pursued her complaint because she fundamentally disagreed with Nationwide about the date she requested the switch.

Ms S had asked Nationwide for the transcript of her 9 January 2024 complaint, and it would have been helpful had Nationwide sent it to her. But even so, I think she was able to make her complaint clearly to Nationwide and to this Service without the transcript.

Ms S has asked for compensation for her time pursuing her complaint. A consumer will always experience some inconvenience in making a complaint and I do not usually make an award of compensation for their time in doing so. I think Nationwide responded reasonably promptly to Ms S's complaint and explained its reason for not paying her the £200 incentive. I don't consider it's fair to award additional compensation.

My final decision

For the reasons I've explained, my final decision is that I do not uphold this complaint as I consider Nationwide Building Society has made a fair and reasonable offer to resolve it. If it has not already done so, Nationwide must pay Ms S £30 as it has offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 26 September 2024.

Amanda Maycock
Ombudsman