

The complaint

Mr H is unhappy that Santander UK Plc will not pay him the advertised switching bonus of £185.

What happened

Mr H moved his account to Santander but as he did not have the required number of active direct debits when the bank checked his eligibility it did not pay the bonus. Mr H says he met all the criteria based on the terms and conditions that he had checked carefully before proceeding.

Santander said it completed the switcher eligibility checks within the stipulated 60-day period and Mr H's account flagged as not having any active direct debits. This is why the incentive was not paid. However, it acknowledged Mr H's comments that the condition should be in a more prominent place, with it made clear that the direct debits need remain active for a period of time. So it credited his account with £25 as a gesture of goodwill.

Mr H said he should receive the bonus and an increased goodwill offer. He felt Santander's response to his complaint dismissed his point that the web page he visited did not list all the terms.

Our investigator did not uphold Mr H's complaint. She found by cancelling his direct debits when he did Mr H had not met the eligibility criteria for the switching bonus. And she said this specific term was clear to Mr H. The webpage Mr H reviewed was the press release. She agreed this specific condition was not prominent but she said the press release did make clear that Santander would assess the eligibility within 60 days of the switch being instructed. It also provided a link to the website for "more information on these current accounts, their benefits, conditions, and eligibility." And on the date the offer was live, the full terms were available there.

Mr H disagreed with this assessment and asked for an ombudsman's review. He said based on the extract from the press release he met the criteria. He had done everything required, he had:

1. Completed the full switch within 60 days of requesting the switch process (including the closure of the old account).
2. Paid in at least £1,500 within 60 days of requesting the switch process.
3. Set up two active direct debits within 60 days.

So his account qualified and he should receive the £185 bonus.

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 am not upholding Mr H's complaint. I can understand why Mr H is

frustrated as he feels he took all the required actions, however I agree with the investigator that he did not comply with the time requirement for the direct debits. And this was made clear on the page he viewed after searching for the offer online. Mr H himself has provided the key wording from the press release as part of his response to the investigator's assessment. This read:

'Santander assesses whether a customer has achieved eligibility for the offer 60 days after the switch through CASS has been instructed. If eligible, the £185 payment is then made within 30 days after that assessment.'

So if the direct debits are no longer active when the eligibility is checked the third criteria (as set out above) would not have been met. And that was the case here – Mr H has not disputed this. The information was in the 'note to editors' section of the press release and as Santander has accepted this was not a prominent position. However, it was there and it was clear.

As I have not found Santander has incorrectly assessed Mr H's eligibility I have no reason to instruct it to pay the switching bonus. And I find its goodwill gesture of £25 to acknowledge that the condition could have been more prominent to be reasonable in the circumstances.

Finally, Mr H also raised that he found Santander's approach to his complaint to be dismissive but this is not something I can look at. There is a difference between a complaint about a financial service and a complaint about how a firm has handled a complaint. I can only look at the former. Mr H's concerns about how Santander responded to his complaint is not a complaint about its provision of or failure to provide a financial service – it's distinctly about complaint handling. And under our rules I cannot consider complaint handling.

This now brings to an end what we can do in relation to this complaint.

My final decision

I am not upholding Mr H's complaint.

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

Rebecca Connelley
Ombudsman