

The complaint

Mr H complains about information given to him by a staff member of Santander UK Plc. As a result, Mr H says this mismanaged his expectations, lost him money, and caused inconvenience.

What happened

In June 2024, Mr H was in the process of switching accounts to Santander and enquired with them via their live chat function when he would receive a £185 switching incentive payment they were offering. Mr H was incorrectly given a date on which he would receive the payment so ended the chat. After that date had passed without the payment being made, he contacted Santander to chase the matter and was told that he had been given wrong information about the payment.

Mr H was told by Santander that he did not qualify for this incentive payment as he had already received one in 2021, and this was one of Santander's terms. As a result, Mr H logged a complaint with Santander who investigated the matter.

Santander issued a final response letter to Mr H in which they didn't uphold the complaint. They apologised for the incorrect information Mr H was given in the live chat, but said as he didn't qualify for the payment, they could not agree to honour it. They ended the letter by acknowledging they had caused some distress so credited Mr H's account with £50 compensation.

Mr H responded to Santander saying they should make the payment as this is what they told him but Santander wrote again reiterating their position from their earlier letter, saying their decision was unchanged. Santander also addressed a concern of Mr H's that within their complaint handling, they failed to call Mr H back when they promised to do so. In response to this, they apologised.

Mr H was not satisfied with this and brought the complaint to our service, so an investigator looked into it. They acknowledged Santander's error but said they would not be asking Santander to do anything more; and they considered Santander's compensation amount of £50 to be fair and reasonable. Our investigator went on to say that Mr H was given the correct information soon after the error, and Santander were entitled to decide their own terms for such an offer, which our service were unable to ask them to change. Mr H rejected our investigator's view saying that ultimately, the incentive should be honoured due to the incorrect information he was given, and as a result, Mr H requested an ombudsman review his complaint.

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 looked at the information Santander has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr H fairly.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

What's not in question is that two errors were made; specifically, the information given to Mr H by Santander within the chat, and the promised call back that wasn't made. I'm pleased to see that Santander apologised, assured Mr H they delivered feedback to the staff members involved, and recognised they had caused distress.

Mr H feels strongly that the reason Santander should honour the payment is because they incorrectly told him they would. But I must look at this complaint through the lens of fairness and just because a business erroneously says it will do something is not sufficient to compel them to do it.

Furthermore, the qualifying criteria for the switch payment was available to Mr H. Within that information were the terms which form the basis of a financial contract and which our service cannot influence as we are complaint handlers, not the regulator. The regulator requires businesses to provide customers with information that is clear and not misleading to enable customers such as Mr H to make an informed choice about financial products. I'm satisfied that Santander's information for the account switch is sufficiently clear, and that Santander required Mr H to confirm that he had read and understood them.

I know Mr H has said that in terms of compensation, he would like Santander to pay an additional £20, but considering all the circumstances, including Santander's lack of call back from their complaint team, I regard their compensation payment of £50 as fair and reasonable in the circumstances of the complaint. Therefore, I cannot fairly require Santander to do anything further.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 30 October 2024.

Chris Blamires
Ombudsman