

The complaint

Mr S is unhappy he didn't get the cash switching incentive when he arranged to move his account to TSB Bank Plc.

What happened

Mr S applied for the switch expecting to get the incentive. But going through the process he found that he wasn't eligible, and he complained to TSB. TSB didn't uphold his complaint about the switch. It said the bank Mr S was trying to move his account from "R" to the TSB account wasn't one that allowed the switching service. Mr S said TSB was deceiving customers. He said the impression given by TSB was he could switch from any bank to the TSB account and get the incentive.

As TSB didn't agree Mr S brought his complaint to this service.

Our investigator didn't uphold the complaint. He said TSB acted fairly and reasonably. He noted that TSB said R would need to be a member of the Current Account Switching Service (CASS). And he noted that R's name wasn't on the participant list for the CASS arrangements. Our investigator accepted what TSB said and felt that it acted fairly and reasonably when it declined to give Mr S the switch incentive as it couldn't switch his account from R. Our investigator said Mr S had tried to arrange the switch again at a later date, but it was no longer available. He noted that the switch offer could be removed at any time by TSB.

Mr S didn't accept this and asked for his complaint to be passed 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.

It's clear Mr S moved to the TSB account to get the switch cash incentive. Mr S arranged for the switch and was understandably disappointed when it was declined.

Mr S felt that TSB had deceived him into opening a TSB account.

Mr S didn't think TSB had made it clear that only certain banks could be involved in this switch of accounts. And he wasn't aware that his bank R weren't part of the CASS arrangements. Mr S said TSB hadn't disclosed the accounts that were eligible for the switch.

Mr S made another attempt at a later date to switch and then found out this second attempt was out of time as TSB were no longer offering the switch incentive.

Mr S found the whole situation with TSB misleading.

TSB said R wasn't a participant of the CASS industry switching service. It said through the service accounts could be switched but Mr S hadn't completed a switch to TSB using CASS and so he wasn't eligible for the switch incentive payment.

TSB said it had made no errors. It said the switch terms were clear.

TSB maintained as R wasn't part of CASS Mr S wasn't eligible.

TSB provided a call which it said confirmed to Mr S R wasn't part of CASS two days after Mr S had opened his TSB account. It said the call confirmed TSB had offered Mr S the chance to process a switch from another bank, but Mr S declined.

TSB said its website was clear about switching and doing so through CASS. In the final response letter TSB did confirm it could still organise a switch for Mr S, but it would take a little longer. It said the switch could be done in branch, but it would be best to do it through an appointment. It didn't accept it was misleading customers and referred to the Switcher Terms and Conditions document.

I've checked this document and it states:

"Submit a full switch request via tsb.co.uk or in branch to your new TSB Spend & Save account or Spend & Save Plus account using the Current Account Switch Service. The switch must be initiated before the offer is withdrawn and completed within 21 days."

So, this document talks specifically about the terms and conditions of switching and does mention CASS within it.

Also, TSB has provided the list of CASS participants that shows R doesn't subscribe to CASS.

I can understand Mr S's point. There's no immediate and automatic reason why he would know that R aren't CASS participants. But that doesn't mean I can say TSB has acted unfairly. I think TSB is clear within the terms and conditions that the switch will only be done with fellow CASS participants.

It's clear from the records that early in the process TSB did explain this to Mr S. It also tried to offer the option of switching in another different account to allow him to still take advantage of the switch incentive. Mr S decided not to take that option.

It was also clear in the terms that such switch offers can be withdrawn at any time. With the terms it said, *"To qualify for the switch incentive you must do all of the following between 23 May 2024 and before the switch incentive is withdrawn by us."* So, I don't think it was unreasonable that TSB eventually stopped offering the switch incentive.

Based on the evidence I think TSB acted fairly and reasonably.

My final decision

I don't uphold this complaint.

I make no award against TSB Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 November 2024.

John Quinlan
Ombudsman