

## **The complaint**

Miss B complains that Nationwide Building Society gave her incorrect information about an account switch incentive payment.

## **What happened**

Miss B became aware that Nationwide was offering a £200 incentive payment to switch a current bank account to it. She switched her account but later realised she hadn't received the incentive payment. Miss B called Nationwide, and she was told the problem related to Nationwide not linking the new current account with her existing savings account. So, she complained.

Nationwide explained the incentive payment hadn't been made as Miss B had initiated the account switch after the incentive had been withdrawn. But it apologised for the incorrect information Miss B had been given in the call – which had led her to believe she should have received the payment, and it credited her account with £25 compensation in recognition of the confusion caused.

Miss B referred the complaint to this service as she didn't think the compensation Nationwide had paid was fair. One of our investigators looked into it but he didn't uphold the complaint. He acknowledged that Nationwide had provided Miss B with incorrect information. But he thought the £25 compensation payment was sufficient as he'd found that the account switch incentive had been withdrawn before Miss B had applied to switch her account.

Miss B didn't agree. She provided various examples of when businesses will honour a mistake. For example, she said a retail shop would honour the price displayed on an item even if it had been incorrectly priced. And she thought it would be fairer if Nationwide stood by its mistake in leading her to believe the incentive payment should have been made and pay her the £200.

The investigator considered what Miss B had said. But he didn't think he could apply the examples Miss B had given to a financial services provider. He did ask Nationwide – in the spirit of mediation, whether it would agree to pay Miss B £200, but Nationwide declined. As agreement wasn't reached, the complaint has been passed to me to decide.

## **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've reached the same conclusion as the investigator. I know Miss B will be disappointed, so I'll explain why

Nationwide has provided evidence to show that account switch incentives can be withdrawn at any time – although on this occasion I've seen that advance notice of the withdrawal was advertised on its website.

From what I've seen the incentive offer Miss B had seen was withdrawn at midnight on 4 July 2024. But Miss B applied to switch her account on 7 July 2024. So, I'm satisfied Nationwide didn't do anything wrong when it didn't pay Miss B the account switch incentive payment as Nationwide has shown she applied to switch her account after the incentive offer had been withdrawn.

Nationwide has accepted it provided Miss B with incorrect information when she called on 3 August 2024 to query why the payment hadn't been made. But I don't find that means the correct outcome here would be for Nationwide to pay Miss B the incentive payment.

When a business makes a mistake like this the correct remedy is to put the consumer back in the position they would have been in if the incorrect information had not been given - not in the position they would have been in had it been true.

In this case, if the correct information had been given, Miss B would have been told that the incentive payment hadn't been made as she didn't qualify for it as she had applied too late – after the offer had been withdrawn. So being given the incorrect information hasn't altered that situation.

But I accept that Miss B did suffer a loss of expectation. She was led to believe the payment had not been made because of a technical issue which meant she should have received the payment. Nationwide has paid Miss B £25 compensation in relation to it providing this incorrect information.

Overall, I consider that the compensation payment is a fair and reasonable response. Miss B wasn't detrimentally impacted by the incorrect information she was given – her account had already been switched by the time she contacted Nationwide and her call wouldn't have changed that. So, I'm not persuaded that it would be fair or reasonable for me to require Nationwide to pay Miss B an incentive payment when she didn't qualify for it.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 22 November 2024.

Sandra Greene  
**Ombudsman**