

## **The complaint**

Mr C complains that Santander UK Plc failed to honour a switcher incentive offer when he upgraded his account with it.

## **What happened**

Both parties are familiar with the details of this complaint, so I will just provide an overview of key events here.

Mr C had a 123 account with Santander. He visited a Santander branch in May 2024 and upgraded his account to an Edge Up account. Mr C said he let Santander staff know that he did this so that he would be eligible for a £175 switcher offer payment. Mr C didn't receive the payment from Santander and so raised a complaint with it.

Santander responded in September 2024 and said that while Mr C transferred to an eligible account, he didn't complete the switch using the Current Account Switch Service (CASS), as outlined in the terms of the offer. It said CASS was used by consumers to switch in an account held with a different account provider. So it said Mr C was not eligible for the £175 switcher incentive.

Santander also said it made an error in the way it logged Mr C's query about not receiving the incentive payment and offered £50 compensation by way of an apology.

Mr C remained unhappy and so brought his complaint to this Service. Mr C felt Santander should have told him in branch if he wasn't eligible for the incentive. Mr C also thought the advertisement he read was misleading. He asked to be paid the £175 incentive offer and an additional £150 compensation for the inconvenience he experienced.

Our Investigator didn't uphold Mr C's complaint. She thought the account switch information was clear and that the offer wasn't available in relation to upgrades within the same bank.

Mr C responded and said he thought most consumers would have just looked at the headline in the switcher advertisement. He felt the comment about needing to use CASS was ambiguous.

As Mr C didn't agree with what our Investigator said, this came to me for a 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 might be helpful for Mr C to know that incentives of this kind are often offered by current account providers in order to attract new business, in the form of consumers transferring in current accounts with other providers to the provider offering the incentive. Both parties benefit, as the provider offering the incentive has gained a new account, while the consumer

has been paid an incentive. So, broadly speaking, if a consumer hasn't switched in an account from another provider, then they won't be eligible for the incentive.

I wouldn't necessarily expect consumers to understand how these incentives work – I would expect Santander to have explained this in its advertisement. So I've first of all looked at whether the eligibility criteria was explained clearly enough that Mr C would have known whether he was eligible for the scheme or not.

I've seen the advertisement that Mr C sent to this Service which outlines the details of the switcher offer. I've relied on this rather than the online terms forwarded by Santander – which are worded slightly differently, although they convey the same message – as the advertisement is what Mr C saw in relation to the switcher offer.

The advertisement clearly stated that the offer was open to both new and existing customers, and that those customers who use CASS to open specific accounts named in the advertisement would earn £175.

Santander also provided additional information for existing customers, which is what Mr C was, that said existing customers could use CASS to transfer their balances and direct debits from bank accounts with other providers into their existing Santander account, to benefit from the offer.

So I think it's clear that CASS had to be used by existing customers to make the switch from an account with a different provider to one of the listed Santander accounts. Mr C didn't switch from an external account to a Santander account, and so he is not eligible for the incentive payment.

When Mr C responded to what our Investigator said about his complaint, he said he found the newspaper headline mis-leading and thought most consumers would have just looked at the headline of the advertisement. But I don't think it's enough for a consumer to read only a part of the advertisement. In this case, the advertisement was relatively short, and I would have expected Mr C to read it in its entirety.

Mr C also thought the information about CASS was ambiguous. But I don't agree. It might well be the case that Mr C wasn't familiar with CASS. And I wouldn't necessarily expect consumers to know what CASS is, if they've never had cause to use the service.

But a consumer not having any experience of CASS, and so perhaps not fully understanding what the service provides, doesn't mean that the wording in the advertisement about CASS was ambiguous. In a situation where a consumer is faced with a clearly worded direction to use a service that they haven't used before, and which they might not have any prior knowledge of, then I would expect them to make enquiries so that they gain a better understanding of the service.

So, as I said, while I appreciate that Mr C might not have been familiar with CASS, I think the advertisement was clearly worded enough in relation to the need for consumers to use this service, in order to be eligible for the incentive.

I realise that Mr C went into branch to open the Edge Up account and feels more should have been done to let him know that simply opening a new account didn't make him eligible for the scheme. It's clear that branch staff and Mr C have different recollections of the conversations that took place when Mr C opened the new account, although both parties acknowledge that the incentive offer was discussed.

I don't intend to delve into what exactly was discussed. At this stage, because I wasn't there, I can't know precisely what was said. But I have already said that I think Santander provided enough information in the advertisement that consumers would have understood the eligibility criteria for the switcher offer. So, whatever it was that was said in branch, Mr C had already been provided by Santander with all of the information needed about the offer and the steps that needed to be taken to receive the incentive payment.

It's clear that Mr C is more driven by the principle of the matter here, so I know he will be disappointed with my decision. But for the reasons outlined above, I am not asking Santander to take any further action in relation to his complaint.

### **My final decision**

I am not upholding Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 March 2025.

Martina Ryan  
**Ombudsman**