

The complaint

Mr A complains about Nationwide Building Society (NBS), specifically their unclear Terms and Conditions after he switched his bank account to them.

What happened

In November 2024, Mr A applied for a bank account with NBS requesting they switched his account from his existing provider which NBS did within an agreed timescale.

NBS was offering a £175 incentive payment for the switch, subject to Mr A meeting their criteria as specified in NBS's Terms & Conditions (T&C). Within the criteria, one requirement was that Mr A needed to make one payment using his debit card within 31 days of requesting the switch. As Mr A made the debit card payment after the 31-day period, he was not paid the £175 payment. Unhappy with this and citing NBS's T&Cs as unclear, he complained to NBS.

NBS investigated and sent Mr A final response email. In it, they acknowledged an element of poor service they provided on their chat service, including time taken to log the complaint. But in terms of the switch issue, they could not agree they had done anything wrong. NBS clarified that Mr A requested the switch on 20 November 2024 which meant he needed to make a debit card payment by 21 December 2024, 31 days later. As Mr A made the debit card payment after this date, he did not meet all the criteria.

Mr A was not satisfied with this response, maintaining that the T&Cs for the switch were misleading, and that NBS did not provide a definition for the words they used in their T&Cs. Mr A also considered that 4 December 2024 was the switch request date as this was the date on which the switch was completed. Accordingly, Mr A brought the complaint to our service. Our investigator looked into the complaint and did not think Nationwide needed to take any action. Our investigator reiterated the dates involved, and concluded by saying they did not think Nationwide had acted unfairly or unreasonably.

Mr A rejected our investigator's view still feeling that NBS's T&Cs were confusing. Our investigator contacted NBS in an attempt at mediation. NBS responded to say that whilst they believed they acted fairly, they would make the £175 payment to bring the matter to a resolution.

Mr A initially accepted this outcome and the money was paid. However, Mr A considered that NBS should also pay interest, and compensation for how he was treated. NBS declined to pay interest or compensation and regarding this as unfair, Mr A 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.

The facts of this case are well known to both parties therefore I will concentrate my efforts on what appear to be the most important aspects – Mr A's feeling that NBS's T&C are not sufficiently clear, and NBS not having treated Mr A fairly despite honouring the £175 switch payment.

I did want to acknowledge that our investigator made small errors within their view to Mr A but I recognise that they delivered a sincere apology more than once, and the impact of the errors was minimal, therefore I'm satisfied I don't need to consider this aspect.

I have looked at the information NBS has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr A fairly.

Firstly, I wanted to address the T&C issue about which I can see Mr A feels very strongly. The wording at the heart of this complaint that NBS used was **'You must also do the following within 31 days of requesting the switch: make one payment using your debit card from your Nationwide account'**. Mr A has said that NBS should have provided definitions for some of the wording used and Mr A is free to provide this suggestion to NBS. From my considerations as an Ombudsman, I regard NBS's wording of **'requesting the switch'** fairly and clearly represents the date on which a customer initially requests the switch, and not the date on which a switch was asked to be completed. I find that it was from 20 November 2024 that the 31-day window began in which Mr A had to make a debit card payment to qualify for the incentive payment.

Furthermore, NBS required Mr A to confirm that he had read and understood the qualifying criteria for the switch before proceeding, and Mr A had opportunity to question these at the time, or subsequently. In this regard, I've not seen any evidence to support that Mr A questioned NBS until after the event.

In summary, I'm satisfied that NBS's information here was sufficiently clear.

I acknowledge Mr A regarded the start of the 31 days to be 4 December 2024 which is the date that Mr A specified as when the switch should be complete. This would have meant that the debit card payment he made was 'in time'. But for the reasons I've given above, including the acceptance that the switch was originally requested 20 November 2024, I can't support this point.

I'm pleased to see that following our investigator's attempts at mediation, NBS responded positively by agreeing to the incentive payment which I understand has been paid. I know after Mr A accepted it, he then raised a concern that interest should be applied as well as compensation. However, I feel that NBS's gesture of honouring the payment was a good example of customer focus. And in view of there being no evidence to support an error made by NBS, I won't be requiring them to do anything further.

My final decision

For the reasons I have given it is my final decision that the complaint is upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 August 2025.

Chris Blamires
Ombudsman