

The complaint

Mr T complains that Nationwide Building Society unfairly denied him its switch account offer incentive payment after problems using his debit card. He wants the £175 payment to be made and compensation for the upset he has been caused.

What happened

Nationwide offered a switch incentive and Mr T applied to switch his current account on 28 November 2024, expecting to receive £175. The switch took place on 12 December 2024. Mr T said he received his debit card on 19 December and tried to use it the following day. However, he said he entered the PIN incorrectly and the ATM retained his card.

Mr T informed Nationwide about the retention of his card and was told that because of the Christmas holidays it may take time to send a replacement. He said he received the new card on 31 December and used it the next day (1 January 2025) for some purchases.

Mr T complained to Nationwide saying that it relied on the terms of the switch incentive to refuse the payment because he hadn't used the card in the 31 days from his application. He believes it would be fair for Nationwide to have allowed 31 days from his receipt of the new card. He said Nationwide lost 21 days of the use period in sending the original card.

Nationwide said it was sorry Mr T didn't receive the switch incentive, but there was no error as he didn't adhere to the terms and conditions. To qualify for the incentive, he would have had to make a purchase with his card and pay in £1,000 by 29 December 2024. But due to his card being retained by an ATM he couldn't do this, and by the time he received a new card, the date to qualify for the incentive had passed.

Nationwide told us Mr T had his debit card and PIN by 13 December 2024, a week earlier than he had said, as he registered for internet banking with his card and PIN via a card reader. Nationwide showed a text it sent Mr T to remind him to use his card and the last date that this must take place (29 December) in order to qualify for the incentive payment.

Mr T wasn't happy with Nationwide's response to his complaint and referred it to our service. Our investigator didn't recommend it be upheld. She said although Mr T said he received his debit card on 19 December, Nationwide has shown he had the card by 13 December and used it to set up his internet banking. And so he had enough time to meet the criteria despite having to wait for a new card, but he hadn't met the terms and conditions of the switch.

Mr T said this outcome doesn't reflect the exceptional circumstances or the good faith with which he approached this switch offer. He 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 was sorry to learn that what should have been a straightforward account switching process has turned into a disappointing and frustrating experience for Mr T. My role is to determine

whether what took place was fair and reasonable and whether Nationwide followed the process correctly.

Our service is impartial, it does not act as a consumer champion but seeks to make fair and reasonable decisions based on the facts and evidence of each case. This means we must be fair to all parties to a complaint, not favouring one party over another.

I've looked at the terms and conditions of Nationwide's £175 switch incentive. These state that the customer must make one payment using their new Nationwide debit card within 31 days of requesting the switch to qualify for the incentive offer. Mr T accepts that he used his card outside of the 31-day qualifying period but feels that due to exceptional circumstances it would be fair and just that the period should start from the date he received his replacement card and not the day he initiated the switch.

I don't doubt Mr T when he says he fully intended to meet all the eligibility criteria for the switch incentive and took steps to do so. And so, I accept that he had no intention of missing the deadline for use of his debit card.

However, I do doubt the accuracy of Mr T's comment that he followed Nationwide's instructions promptly. He said the actual switch of the account took place two weeks after his application and it took Nationwide 20 days from the application date to send him the debit card. He said he only had about 15 days to use the debit card instead of 31 days in Nationwide's terms.

Nationwide's records show that Mr T, '*Requested full switch completion date:12/12/2024*'. This means he selected this date on his switch application. Mr T said he didn't receive his debit card until 19 December and remembers using it the next day when it was lost to an ATM.

Nationwide's records show that Mr T registered for internet banking with his new card and PIN via Nationwide's card reader on 13 December 2024, the day after the switch completed. For Mr T to have completed this action he must have had his debit card and PIN by 13 December, a week earlier than he said. This means he could have made his qualifying purchase at any point up to 20 December when his card was retained by an ATM.

And so, although I can see that Mr T immediately requested a replacement card and this was delayed during the Christmas period, arriving after the deadline had passed, he hadn't taken the opportunity to use the card before then. This meant that Mr T did not attempt to use his card to make a purchase until after Nationwide reminded him by text of the use requirement and deadline to receive the incentive payment.

Mr T asks if we are '*really convinced that the bank is not unfair in this particular case.*' Yes, I am convinced that Nationwide acted fairly in refusing Mr T the incentive payment as I can see that he had enough time to meet the criteria for the switch incentive, and I don't think his circumstances were exceptional.

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 T to accept or reject my decision before 26 August 2025.

Andrew Fraser
Ombudsman