

The complaint

Ms S complains, with her husband as representative, that National Westminster Bank PLC unfairly refused to pay her its £150 'Switcher Offer' after she moved her account to the bank.

What happened

Ms S applied to switch her current account to a NatWest Reward Account under its switch offer on 17 March 2025. She said she completed the required actions, paying in more than £1,250 and using the App by 19 March and the switch completed by 25 March. As part of the switching process Ms S thought she would be eligible for a £150 reward.

Ms S said she hadn't received any previous switch reward and met the terms and conditions of the offer, but NatWest refused to pay as her husband received a reward for switching his account to NatWest on 14 March. Ms S said after her husband completed the switch he added her to his account. But she said the reward payment was for his switch and was only paid after she had qualified for her own reward. Ms S complained to NatWest.

NatWest responded that Ms S's husband switched his account on 14 March 2025 with Ms S added to the account on 18 March. And her husband met the offer criteria on 24 March and was paid the reward on 26 March. NatWest said Ms S didn't meet the criteria on her account until 25 March and since the reward was paid to the joint account before this, she wasn't eligible on her sole account. NatWest said no error had been made.

NatWest said when Ms S called about the reward its agent said it had been paid to another account. A second agent said it should be paid within 30 days. NatWest said they should have provided clearer information explaining she wasn't eligible as the reward had been paid to the joint account. NatWest apologised and paid Ms S £50 for distress and inconvenience.

Ms S was unhappy with NatWest's response and referred her complaint to our service. She said it wasn't true she didn't meet the criteria until 25 March, *'since the incentive was already paid to the joint account before you met the criteria on your account'*, as her husband's reward was paid to his new account on 26 March - after she became eligible on 25 March.

Our investigator didn't recommend the complaint be upheld. She said NatWest acted fairly in refusing Ms S the reward as she was already an account holder that had received a reward. Although Ms S said her account became eligible before her husband's reward was paid, her eligibility on the sole account arose on 25 March, after the joint account had met the criteria.

The investigator said that had Ms S not been added to the joint account, she would have received the reward on her sole account. But as the reward had already been paid to her joint account, she had already benefitted from the offer. The Terms state *'You won't be eligible to earn £150 if you've ever received cash from a NatWest... switch offer before'*. And this meant she could only benefit from the offer once.

Ms S wasn't satisfied with this outcome and requested an ombudsman review her 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 could have been a straightforward account switching process has turned into a prolonged and unsuccessful experience for Ms S. My role is to determine whether what took place was fair and reasonable and whether NatWest followed the terms and conditions of its offer correctly.

Ms S said she met the terms and conditions of NatWest's switch offer and should be paid the reward. She said NatWest's refusal is on a false basis as her account became eligible for the reward before NatWest paid a reward to her and her husband's joint account.

I can see that Ms S and her husband applied separately under the NatWest switch offer for new sole accounts from their separate accounts. I can see that NatWest wouldn't be disputing Ms S's switch reward if her husband's account had not been changed to include her before that account received a reward. But as the account went into joint names, including Ms S, the joint account holders received the reward.

NatWest's online information to customers states: *'You can only benefit from this offer once. This means that even if you have more than one eligible account and meet the conditions of this offer more than once, you'll only receive one £150 payment.'* It also states: *'Joint accounts will only be eligible for one £150 payment. If any party on an account has received cash from a NatWest...switcher offer before, the £150 won't be paid to the account.'*

Ms S's husband said: *'there is simply no term which excludes her from her bonus'*. However, the above term clearly states if any party on an account has received cash from a NatWest switcher offer before, the £150 won't be paid. Ms S's husband said this is irrelevant to her eligibility as although his account included his wife before the reward was paid, he was solely entitled to the reward. I'm unsure how Ms S's husband reaches the view that the joint holders of an account are not jointly entitled to the payments and proceeds of that account. This is not affected by one or other account holder applying for the payment.

This means the timing of the change to a joint account was unfortunate as although Ms S's husband is correct to say that her switch application related to her sole account, she lost that eligibility through her joint holding of the account previously in her husband's sole name. Consequently, she was paid a switch reward before NatWest made payment of a reward for the switch of her sole account. My understanding is that the above term applies the limitation it describes regardless that Ms S didn't switch her sole account into the joint account.

In the alternative, Ms S's husband said the refusal of the reward due to the timing of the joint account might mean that we should consider the Unfair Contracts Regulations in relation to the 'small print' to prevent any unfair detriment to his wife. And we should consider modest additional compensation for their time spent on this process.

This service can't make legal rulings as only a court may do this, and we don't replicate the work of the courts. However, there are similarities between these regulations and our work in that the regulations provide for an assessment as to whether a term is unfair, and we apply our judgement in reaching a decision on a complaint as to what we consider to be fair and reasonable in all the circumstances.

Having considered what is fair and reasonable in Ms S's complaint, NatWest was entitled to set out the limitations it wanted to impose on payment of its switch reward offer. And I think its limitations on payment in the circumstances clearly described by its terms apply in Ms S's

circumstances. I should explain that a bank isn't required to offer incentive payments like this. But – when they do, the purpose is to attract new customers and it's for the bank to decide what the criteria is and set the terms of the offer. Our service doesn't have the power to change that.

In summary, Ms S met the eligibility criteria on the joint account and this account received the switch reward, and so under the terms of the offer she wasn't entitled to another reward. There is no evidence to show Ms S was mis-advised by NatWest about her eligibility and so NatWest is entitled to refuse the incentive as the terms weren't met. I realise Ms S will be disappointed by this decision, but I hope she understands the reasons why it had to be this way.

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 Ms S to accept or reject my decision before 24 September 2025.

Andrew Fraser
Ombudsman