

## The complaint

Mr F and Miss W are unhappy with Santander UK Plc. Mr F and Miss W wanted to take advantage of the Santander switch offer of £150. But Santander said they weren't entitled to the offer as they hadn't followed the laid down criteria.

## What happened

Mr F and Miss W had a Santander 123 Current account. They saw the switch offer promoted online to transfer to a Santander Edge Current Account and receive the £150 switch offer. Mr F and Miss W noted the offer was clearly available for new and existing customers. They transferred their account online and said the only reason for doing this was to get the switch offer. But the payment was never made. Mr F and Miss W were unhappy as Santander told them afterwards it was only available to customers who switched an external account to Santander. Mr F and Miss W had switched from one Santander account to another and were told this meant they weren't eligible.

Mr F and Miss W said this was completely misleading and unfair. They said Santander's communications gave no indication that existing customers moving accounts internally would not be eligible.

Santander said it didn't make any mistakes. It said the switch wasn't done through the switch service. The terms specifically said, *"Completed the switch using the Current Account Switch Service, which includes closing the account not held with us."*

Santander said because of this it wouldn't pay the switch offer as all the criteria hadn't been met.

Mr F and Miss W remained unhappy and brought their complaint to this service.

Our investigator didn't uphold the complaint. He said the terms noted the switch needed to include *"closure of your external account."* And under point two it said accounts won't qualify if *"you switch from an account you hold with Santander."* Our investigator said the point about still qualifying if you already hold a Santander account was a misunderstanding. Although Mr F and Miss W felt this was unfair, he said they received and agreed to the terms and conditions prior to the switch. He didn't think Santander had done anything wrong.

In my provisional decision, I said:

*"Mr F and Miss W already had the 123 account but maintained that the switch offer clearly stated that it was also for existing customers."*

*As far as Mr F and Miss W were concerned they followed the steps as requested. When their complaint was declined, they said Santander now told them it was only available to customers who switched an external account into Santander. It told the couple they had only switched internally from one Santander account to another and so they weren't eligible."*

*Mr F and Miss W noted the online information they relied on said:*

*“Open an eligible account.*

*Open a new Santander Edge, Edge Up, Everyday or Private (v2) current account online or book an appointment in branch.*

*Already have an eligible Santander account? Don't worry you can still qualify for the incentive. We can switch a current account you hold at another bank to your existing Santander current account.”*

*Mr F and Miss W took this to mean that by opening an eligible account (the Edge account) they would qualify for the incentive. They felt the second part that said “Don't worry you can still qualify...” seemed to be an additional option for customers who already had an eligible account, and not a strict eligibility condition.*

*Mr F and Miss W said Santander even had an eligibility checking tool online. They said this confirmed the 123 account was eligible.*

*They said nowhere in the process was it clear that the transfer had to come from an external bank account.*

*Mr F and Miss W referred to the Consumer Duty guidelines and requirements around understandable information without small print and jargon. The ability to make informed decisions with full understanding. Upfront condition details and information should be fair and not misleading customers into poor decisions. Mr F and Miss W said the information provided to them here didn't meet the required standards.*

*I reviewed the various communications provided by Santander regarding the switch incentive.*

*Santander said as a switch in hadn't taken place it couldn't pay the switch offer. It referred to terms on its website:*

*“To be eligible for the offer, within 60 days of submitting your initial switch request you must have:*

- Completed the switch using the Current Account Switch Service, which includes closing the account not held with us.*
- Set up 2 active Direct Debits (this cannot include Direct Debits set up to fund a savings account you have with Santander, cahoot or Cater Allen).*
- Paid in £1,500.*

*And our Terms and Conditions, also linked on the website:*

*Within 60 days of you submitting your initial switch request, you'll need to:*

- complete the full switch, which includes closure of your external account.*
- pay at least £1,500 into your Santander account, through 1 or more payments.*
- have at least 2 active Direct Debits in place on your Santander account. These Direct Debits must be active at the point we assess your eligibility. This doesn't include any Direct Debits set up to fund a savings account you have with Santander, cahoot or Cater Allen.”*

*But I also noted this set of terms which I think is of interest:*

*“Complete the full switch within 60 days of their initial switch request (including the closure of the old account).*

*Pay in at least £1,500 within 60 days of the switch request. (This does not need to be in one payment).*

*Set up two active direct debits within 60 days.*

*Direct debits to fund Santander, cahoot, or Cater Allen savings accounts do not count for the purposes of this offer.*

*Continue to hold the qualifying current account on the day the payment is made.*

*Customers who have previously benefitted from a Santander switcher incentive are not eligible for this latest offer.*

*Those eligible for the payment will get paid within 90 days of the switch process.”*

*I can see where the confusion might be. This doesn't mention the requirement for an external account. It also doesn't refer to the need to use the Current Account Switch Service. It says different things to the details Santander is relying on.*

*In another online note it said:*

*“Already have an eligible Santander account? Don't worry you can still qualify for the incentive. We can switch a current account you hold at another bank to your existing Santander current account.*

*Your existing Santander current account isn't eligible? You can transfer that account online first then switch.”*

*I think that detail says two different things at the same time. I think that's confusing. And to me the final line suggests nothing of an external account being a requirement. In fact, quite the reverse, I think it suggests it doesn't matter if it's an internal, existing Santander account. It gives the impression the customer can still get the incentive by taking other actions. I can see why a customer reading these terms would feel they should get the incentive and that they followed the requirements.*

*In a circumstance where the business has set the wording, I think any confusion has to take into account how a customer could perceive it. If the meaning can be seen in different ways that is down to the party that wrote it. In this case Santander.*

*It's clear that Mr F and Miss W only took the actions they did in an attempt to get the switch offer of £150. There's no evidence to suggest they changed their account for any other reason. And I've no reason to doubt that Mr F and Miss W checked the eligibility tool to ensure they could get the incentive.*

*I can understand that perhaps Santander wasn't looking to attract existing customers to switch around their existing accounts to gain the switch offer. But I think its wording let it down and it wasn't clear. It said different things in different places and that left this switch offer open to varying interpretation.*

*I think the wording is misleading and I don't think that's fair and reasonable. I think Santander has made a mistake here and in view of that it should honour the switch incentive and pay M F and Miss W the £150 as they expected."*

### **Responses to my provisional decision**

Mr F and Miss W responded to confirm they accepted the provisional decision.

Santander responded on several occasions. Firstly, it said:

*It needed this service to clarify where the terms referred to in the provisional decision were from. It said these weren't the terms provided. It didn't accept the provisional decision.*

Copies of the information were provided to Santander and it responded again and said:

*The information was from a press release. It said the press release "specifically states it is intended solely for journalists and not for customers to be used to make financial decisions.*

*The notes to editors section also elaborates that the use of CASS is a requirement of the eligibility for the incentive.*

*In this instance the material that the customer saw as part of the promotion was clear that the use of CASS was a requirement of the promotion and this was included within the terms and conditions provided.*

*So, I do not believe that the information the customer saw was unclear. the points you have made are in reference to a press release being unclear would have been information that was not relevant or applicable to the customer at the time."*

Santander said this service should reconsider the provisional decision.

After further correspondence Santander maintained the press release further down did mention the full requirement for the CASS switcher service so it didn't accept this was misleading.

Santander concluded I wasn't reviewing the details "holistically" and I needed to consider the entire press release.

### **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'm grateful for the details provided in response to my provisional decision.

From the outset Mr F and Miss W referred to the Consumer Duty. In particular they pointed out.

*"The Consumer Duty guidelines require that:*

- *Communications must be understandable: firms must provide information in a way customers can easily understand, not overloaded with jargon or hidden in small print.*
- *Customers must be supported to make informed decisions, clearly understanding the product, risks, and conditions.*

- *Communications must be timely, relevant, and helpful warnings and conditions should be made clear upfront, not after customers have acted.*
- *Information must be fair and not misleading, and firms must not present information in a way that nudges customers into poor decisions.”*

Mr F and Miss W continued:

*“The FCA also expects firms to test their communications to check customers actually understand them not just assume they do.*

*The information presented to me did not meet these standards. Key information was either missing or obscured, and the wording used led me to believe I would qualify for the £150 incentive. Hiding important details in small print or requiring customers to infer hidden conditions is not treating customers fairly, and risks particularly harming vulnerable customers who may find it harder to process complex information.”*

I don't think there's much I can add to what Mr F and Miss W quoted and said here. I think it speaks for itself in the circumstances of their complaint and avoids any doubt about what requirements are placed on Santander here.

And it feels at the provisional decision stage Santander has slightly changed its approach. Instead of referring to Mr F and Miss W as not having an external account to transfer it has moved on from that and is now making more of a point about the CASS switching service.

I was slightly surprised when Santander responded to the provisional decision asking where I got the terms from as many of them were quoted in its final response letter to Miss W. Although I accept in that same letter it did also refer to CASS as one of the bullet points. But the same terms and points are also noted throughout the file details it sent to this service. For the avoidance of any doubt, I'll expand on some of those points within these further findings.

In the document that Santander stated in its response to the provisional decision was a press release the details are laid out as follows:

*“From Monday 4 November, Santander UK customers can earn £150 when switching to an eligible current account.*

*Open to both new and existing customers, those using the Current Account Switch Service (CASS)<sup>2</sup> to switch to either a Santander Edge, Santander Edge Up, Everyday, or Private (v2) current account will qualify to earn £150.*

***To qualify for the £150 payment, customers must:***

- *Submit a switch request on or after 4 November 2024 and before the switcher offer is withdrawn.*
- *Complete the full switch within 60 days of their initial switch request, including the closure of their previous account.*
- *Pay in at least £1,500 to their eligible Santander account within 60 days of the switch request. This can be made through one or more payments.*
- *Set up at least two active Direct Debits on their new account within 60 days of the switch request. Direct Debits must remain active at the time of assessment.*

*Those eligible for the payment will get paid within 90 days of starting the switch process.*

*Both new and existing customers can switch online through the Santander website or visit a branch to take advantage of this offer."*

The highlighted words section is how Santander documented this.

I note Santander says this refers to CASS but not under the section Santander highlights about what customers *"must"* do *"To qualify."* I think the press release leaves it open to interpretation about what a customer has to do to get the switch incentive and I struggle to see how Santander can't understand that some customers would base their position on what it tells them to do to qualify within the bullet points only. Also, journalists may have relayed only the bullet points in any media issues they released too.

I note Santander has chosen not to comment in its response about Mr F and Miss W's use of the eligibility tool. It clearly led them to believe they too were eligible.

It referred to the press release not being viewed holistically but I think that's getting away from the point about interpretation. I think it is choosing to ignore the clear and obvious opportunity for confusion and how if that occurs the customer shouldn't lose out. I think it is very easy in hindsight to ask me to view it holistically but I feel the same challenge applies to Santander to review the individual circumstances of each customer, what actions they took and why they took them. I think that applies here to Mr F and Miss W. I can clearly see why based on the information they saw they felt they could apply for and get the switch incentive. And I also see how they could think they could do so without having to go through the CASS service which is the point Santander is maintaining as its defence.

Further, here's further details that were provided to this service as one screenshot:

***"Open an eligible account***

*Open a new Santander Edge, Edge Up, Everyday or Private (v2) current account online or book an appointment in branch.*

***Already have an eligible Santander account? Don't worry you can still qualify for the incentive. We can switch a current account you hold at another bank to your existing Santander current account.***

***Your existing Santander current account isn't eligible? You can transfer that account online first then switch."***

The highlighted words section is how Santander documented this.

I'm not sure if it was part of the press release but this screenshot shows all this information together. It doesn't mention CASS and although there is mention of an external account, it then goes on to clearly give the impression if you have an existing Santander current account that isn't eligible – *"You can transfer that account online first then switch."* I don't think there's any doubt that's giving customers such as Mr F and Miss W perfectly good reason to believe they are entitled to switch their account and receive the switch incentive. It would also negate the CASS point Santander are keen to mention here as the account is already with Santander.

Santander provided this service with screenshots it said were *"the same for both online and mobile banking journeys."* This three page document which starts by saying:

***"Get £180 when you switch to one of our eligible current accounts"***

This document starts by referring to the switch and at the beginning it does refer to CASS but within a box further down on another page it states:

***“Already a customer?”***

*The easiest way to transfer to our Santander Edge current account is in our Mobile Banking app by clicking ‘More Options’ and then ‘Products and Offers’ Or, you can do it in Online Banking by clicking ‘Upgrade current account’.*

*No need to change a thing- your existing Santander account number, card and PIN stay the same.”*

The highlighted words section is how Santander documented this.

I note the document states a different financial switch incentive but setting that aside I’ll take the document at face value.

And it was pointed out that Mr F and Miss W said from the start they saw the switch offer online.

At no point does it suggest within this box that existing customers not moving in external accounts are excluded from the switch incentive. These are documents provided to this service by Santander and it’s clear that this was for all mobile and online customers. Mr F and Miss W would be customers that would have seen and read the details that would have led them to believe they could switch their account and within this section it doesn’t mention CASS. Again, I feel this gives a clear indication to Mr F and Miss W they don’t have to have an external account and don’t have to use CASS.

I do think I’ve reviewed the whole situation holistically and I don’t think I’ve referred only to the press release. Instead, I feel I’ve gone back over the factors again and reviewed everything Santander has provided across the board. The key thing for me is that there’s clear and obvious confusion created throughout the details Santander has provided.

In the hope of providing that clarity I’ve taken the opportunity to expand the points from the provisional decision, all the complaint correspondence from the parties and the detailed response to the provisional decision from Santander.

It is accepted, known and acknowledged that Mr F and Miss W didn’t follow the criteria Santander wanted them to. But I don’t think they can be held responsible or lose out due to the confusion created by Santander’s differing documentation.

Based on the details I see no reason to change my provisional decision and it becomes my final decision.

**Putting things right**

- Pay Mr F and Miss W the £150 they were expecting.

**My final decision**

I uphold this complaint.

I require Santander UK Plc to:

- Pay Mr F and Miss W the £150 they were expecting.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Miss W to accept or reject my decision before 5 December 2025.

John Quinlan  
**Ombudsman**