

The complaint

Mrs O complains that staff at Nationwide Building Society gave her misinformation which meant she wasn't eligible for a £200 switch incentive. She wants the incentive paid.

What happened

Mrs O wanted to benefit from a £200 switch incentive being offered by Nationwide. She went into a branch and asked about the terms of the offer. As a result, she made the necessary switch, but the payment wasn't made. She complained. Nationwide said a part of the criteria was that two active direct debits had to be transferred as part of the switch instruction. But Mrs O said she'd been told by branch staff that she could set up a new direct debit on her account and that would count. The branch staff don't agree. Mrs O said that she spoke to a manager on the phone, but the call hasn't been recorded – she sees this as suspicious.

Nationwide issued a final response letter to Mrs O's complaint. They said there'd been a misunderstanding and if a new direct debit had been set up on the Nationwide account before the switch completed, they would have considered paying the incentive. But as the new direct debit was set up after the switch completed, it couldn't make the payment. Mrs O remained unhappy and referred her complaint to the Financial Ombudsman Service where an investigator considered its merits.

The investigator didn't think Nationwide had done anything substantially wrong. They said the criteria for the incentive was online and as the switch was completed online, that information would have been available to Mrs O. They also said the call with the branch manager had taken place after the switch. Mrs O remained unhappy and so has asked for the case to be reviewed by an ombudsman. So, it's been passed to me to decide.

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 appreciate this will come as a disappointment to Mrs O, but I don't intend to uphold her complaint. I've read all that she has said and taken note of the questions she's asked that I answer in this decision. I hope she won't take this as a discourtesy, but I won't be answering each of the points she's raised. The role of the Financial Ombudsman Service is to provide quick resolutions to financial disputes with the minimum of formality. That means we focus on the crux of the issue and determine if the business has made a mistake or not.

In this complaint, the crux of the complaint is that Mrs O feels she was misinformed by Nationwide staff about the terms of the switch offer. There is conflicting testimony here – and in circumstances like that, I must weigh the evidence and decide, based on the balance of probabilities, what is most likely to have happened.

Mrs O started the switch request on 9 July 2025 online. I've seen the online terms and conditions for the switch offer and these say:

- You must transfer at least 2 Direct Debits as part of your switch. Other automatic payments, like standing orders and recurring card payments, don't count.

I find that term to be clear. It's not hidden but is prominent amongst the other conditions. Mrs O paid money into the new account and that requirement comes after this requirement so I'm satisfied that Mrs O should have been aware of it when she began the switch.

Mrs O's account profile shows that when the switch completed there was one active direct debit to an energy company. A second direct debit was created on 17 July 2025. But the direct debit to the energy company was already being paid from Mrs O's Nationwide account. I've seen the transaction history for all of 2025, and the direct debit was paid on or around the 9th of each month. So, I'm satisfied that the condition regarding the direct debit transfer has not been satisfied.

Mrs O has said that she spoke with two members of staff in branch and that one of them was a manager on the telephone. Nationwide has confirmed that the calls within the branch are not recorded and therefore there's no evidence for me to review. So, I find it impossible to fairly determine what was said.

But, even if I were to have determined that the branch staff had given incorrect information, I could never have compelled Nationwide to pay Mrs O the switch offer incentive. Because she wasn't eligible for it. All that I could have potentially awarded was a payment for misinformation. But I must also consider that Mrs O had the written terms of the offer available to her. I must decide on the balance of probability here and my decision is that I don't find sufficient evidence to determine Nationwide did give misleading information.

Mrs O has referred to the requirements of the FCA to record all phone calls. If Mrs O still perceives this as an issue it's one that she should take up with the regulator, the Financial Conduct Authority. It's outside the power of the Financial Ombudsman Service to ask a business to change its processes and procedures.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 5 February 2026.

Stephen Farmer
Ombudsman