

The complaint

Mr S complains that Lloyds Bank PLC refused to pay him a switching incentive and that they provided poor service over the phone.

What happened

In June 2024 Mr S applied for an account switch with Lloyds, as they were offering a switch incentive payment of £175.

In order to be eligible for the switch, Mr S needed to transfer a minimum of two active direct debits from his old account to the new one, however only one was transferred over. Because of this, Lloyds didn't pay Mr S the incentive payment as he hadn't met the correct criteria.

Mr S complained and said he was planning on moving other direct debits from other accounts, and that the terms of the switch weren't clear enough. Lloyds maintained the terms were clear and that Mr S hadn't met the criteria.

Mr S also complained about the customer service he received while on the telephone with Lloyds and said they had terminated calls with him. Lloyds responded to this and said they had reviewed the calls and couldn't agree that poor service was provided. They said that some calls were disconnected due to poor service, and one call was ended as Mr S refused to speak to the call advisor.

As Mr S remained unhappy with Lloyds he brought his complaint to our service. Our investigator looked into both the complaint about the switch incentive and how Mr S had been treated while on the phone.

In relation to the switch incentive, our investigator was of the opinion that the criteria was clear enough in explaining that two active direct debits needed to be transferred during the switch. Because of this, as Mr S had only transferred one, she couldn't recommend that Lloyds pay the incentive to him.

Our investigator also listened to the calls provided by Lloyds and while she acknowledged that the calls were made during a frustrating time for Mr S, she was satisfied the advisers did their best to help him, and therefore she couldn't find he had been provided with poor service.

Mr S disagreed and asked for his complaint to be reviewed by an ombudsman and so it's been passed to me for review.

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.

After considering everything, I agree with the outcome reached by the investigator. I know this isn't the outcome Mr S hoped for, so I will explain why I have come to the decision I have.

The switch incentive

I have looked at the criteria which needed to be met in order for the switch incentive to be paid. It says:

- *Customers must start a full switch using the Current Account Switch Service (CASS) to qualify for the offer.*
- *The switch must include the transfer of a minimum of two active Direct Debits from the old account being switched to Lloyds as part of the offer.*
- *The offer is for customers opening a new qualifying account and switching to it.*
- *Existing Club Lloyds account customer, or existing customer converting another account to a Club Lloyds account and switching to it are not eligible.*
- *Our customers don't qualify for the offer if they've received a switching offer to any Lloyds Bank or Halifax bank account since April 2020.*

I understand that Mr S feels the criteria wasn't clear enough, and that he moved direct debits over from another account to his new Lloyds one after the switch had taken place. However, I feel the terms are clear enough in setting out that the two active direct debits must be transferred from the old account being switched to Lloyds, rather than from any other account. Because of this, while I appreciate Mr S may have only switched accounts to get the incentive, I can't ask Lloyds to pay Mr S the £175, as he didn't meet the correct criteria in only moving one direct debit over from his old account.

The service provided over the telephone

I have listened to the calls provided by Lloyds, and I can hear that Mr S was very unhappy with the service that he had been provided while on the phone. I listened to three calls. Two calls were ended, one call ended suddenly while Mr S was looking for his reference number, which Lloyds say was due to a loss of connection, and another call was ended because Mr S told the advisor he wasn't going to speak any further. The third call involved Mr S explaining his concerns to a complaints manager, resulting in her adding notes to his file. This call wasn't terminated or cut short.

Overall, while I can understand Mr S's frustrations with the situation, I can't agree that he was provided with a poor service during the calls I have listened to. I believe the advisors on each call were trying to assist Mr S with his complaint. Because of this, I don't agree that Lloyds made any errors or provided a poor service over the telephone.

Given everything, while I appreciate Mr S's strength of feeling on the matter, I can't find that Lloyds have made any errors here, and therefore I won't be asking them to do anything further.

I know this isn't the answer Mr S wanted, but I hope he feels assured that someone impartial has reviewed his complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 October 2024.

Danielle Padden
Ombudsman