

## **The complaint**

Mr M complains Bank of Scotland plc (BoS) incorrectly placed a block on his account.

## **What happened**

Mr M had a current account with BoS, and it was a joint account held with his now ex-partner.

In September 2021, Mr M tried to use his debit card, but his transactions were declined despite him having sufficient funds in his account. So, he visited a branch and was told to try using CHIP and PIN to resolve the problem. When this didn't work, he visited the branch again and was told the transactions were declined because a block had been placed on the account. They said this happened after Mr M's ex-partner called asking to be removed from the account. To try and resolve things, branch staff called Mr M's ex-partner and it was arranged for forms to be printed and signed so that she could be removed from the account. Branch staff also told Mr M his account shouldn't have been blocked. Mr M was unhappy when he was given this information, so he raised a complaint.

BoS looked into Mr M's concerns and issued their final response. They explained the account had been correctly blocked following instructions from Mr M's ex-partner. But they acknowledged he was incorrectly told to use CHIP and PIN when he first visited a branch, so they offered him £25 for the inconvenience this caused. Mr M remained unhappy, so he brought his complaint to our Service.

Our Investigator felt it wasn't appropriate for us to investigate this complaint because it involved the actions of Mr M's ex-partner who isn't a party to this complaint. Mr M disagreed, so it was passed to me for a decision. After an initial review of this case, I felt our Service could adequately investigate this complaint without the consent of Mr M's ex-partner. Both Mr M and BoS accepted my view that we could adequately investigate this complaint.

I issued my provisional decision on 10 August 2022. In this I explained BoS were entitled to block Mr M's account. However, I considered their branch hadn't given him the level of customer service I'd expected as they'd provided incorrect information on multiple occasions.

Mr M and BoS had until 24 August 2022 to send any further comments and/or evidence they'd like me to consider. BoS accepted my provisional decision, but Mr M remained unhappy as BoS' branch staff have continued to tell him the block was incorrect.

I've considered this additional information, but my decision remains the same.

## **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.

Having considered everything, I'm upholding Mr M's complaint for the reasons below.

My starting point in this case was to understand the circumstances in which BoS can place a block on an account. To determine this, I considered what's explained in the terms and conditions of Mr M's account. Having reviewed this, I've seen the terms and conditions say:

"15.1 We will make payments, allow withdrawals, give information (including about your account) or do anything else if we are asked to do so by any one of you, unless regulatory requirement means we must make enquiries or confirm instructions with the other account holder. We can also rely on information given by any one of you about the other(s)."

Mr M was told his account was blocked following instructions from his ex-partner when she called BoS. I've reviewed BoS' complaint notes and I'm persuaded this is what happened – and that's why a block was placed on his account. I appreciate Mr M says his ex-partner has told him she didn't ask for the account to be blocked. However, I can't comment on any conversations the two of them may have had. But what I can make a finding on is whether I consider BoS acted reasonably in the circumstances.

Banks are obligated to protect their customers, and that can cause some difficulties with joint accounts if there's a breakdown in communication/the relationship between account holders. In this case, I'm persuaded BoS were asked to block the account. Because of that, I think it was reasonable for them to act on those instructions given what the terms and conditions say BoS will do if they receive instructions from an account holder. Therefore, I can't agree BoS treated Mr M unfairly by blocking his account.

While I consider the block was fair, I consider Mr M didn't receive the level of service I'd expect from branch staff. I've seen evidence that demonstrates BoS' branch staff don't have the same authority as their telephone banking advisors when it comes to placing a block on an account. I believe it's most likely that it's this difference that has caused the problem here. It appears the branch staff Mr M has spoken to have been advising him on what they're permitted to do. Given they've repeated this misleading advice on multiple occasions, it's not surprising Mr M is questioning who at BoS is giving him the correct information.

What's been particularly disappointing is that branch staff have continued to give Mr M this misleading information – even after BoS' has given assurances feedback has been given to the relevant areas, and my provisional decision. I'd expect BoS' branch staff to have a better understanding of their policies. Also, when a complaint has been raised and our Service becomes involved, I'd expect them to take extra care to ensure they're providing customers with accurate information. As this hasn't happened (despite BoS' assurances that feedback has been given), it's only fair Mr M receives an award that recognises the confusion he's experienced because of BoS' mistakes.

### **Putting things right**

BoS previously offered Mr M £25 in recognition of their mistakes. However, I don't consider this goes far enough. Not only did branch staff incorrectly tell Mr M to use CHIP and PIN when he first noticed the problem with his account, they're continuing to tell him his account shouldn't have been blocked – despite that not being the case. In light of this, BoS should pay Mr M an additional £50 to recognise the time he's spent trying to understand what happened with his account. I consider that's a fair and reasonable resolution to this complaint.

### **My final decision**

My final decision is I'm upholding Mr M's complaint about Bank of Scotland plc.

To put things right Bank of Scotland plc should pay Mr M an additional £50 in recognition of the inconvenience and confusion caused by branch staff giving him misleading information on multiple occasions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 October 2022.

Sarrah Turay  
**Ombudsman**