

## **The complaint**

Miss C complains about Bank of Scotland plc (BOS) when she attempted to open a savings account and, how they treated her afterwards.

## **What happened**

In August 2024, Miss C went to a branch of BOS to open an account but was told that an appointment was required to do this, and she may have to wait up to nine weeks. Nevertheless, an appointment was agreed for approximately three weeks later.

In the meantime, Miss C decided to open the account at another provider where her partner banked. Miss C's partner used their funds to open the account, with Miss C issuing a cheque from her BOS account payable to her partner to cover the transaction.

BOS tried to contact Miss C when the cheque was presented for payment to verify it but were unable to speak with her, so returned it, but did write. Miss C made contact with BOS to establish what the issue was with the cheque and was told it was the format that Miss C used to fill it in. Miss C raised a complaint and after discussion, it was agreed the cheque would be cancelled and Miss C would transfer the funds to her partner by other means. BOS also credited Miss C with £40 as compensation for what had happened.

Due to errors at BOS, BOS tried to represent the cheque twice which caused much confusion and inconvenience to Miss C. Additionally, BOS did not provide clear and definitive information regarding the issue with the cheque, initially saying it was format-related, then mentioning the issue was connected to a signature problem. As a result, Miss C complained further so BOS investigated.

BOS looked into the complaint and upheld it, awarding Miss C an additional £250 compensation. They apologised for all the distress and inconvenience Miss C suffered as a result of their multiple service failures including failing to stop the cheque as agreed, and the poor-quality information they provided about the cheque.

Unhappy with BOS's response, Miss C brought her complaint to our service.

Our investigator completed a full investigation and said that BOS did not need to take any further action. They addressed the wait for an appointment saying that alternatives to open the account existed, and our service could not tell BOS how to run their business. Our investigator recognised that BOS acknowledged their failings in terms of the cheque, and considered the £290 total compensation as fair in the circumstances. Finally, our investigator acknowledged that BOS made a spelling error with Miss C's name within a complaint letter from BOS.

Miss C disagreed with this outcome and requested an ombudsman review her complaint. Whilst Miss C did not dispute the compensation total, she disagreed that our service could not tell a firm how to run its business including recommending more staff within branches, and more robust signature processes.

### **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've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, and while I recognise this will come as a disappointment to Miss C, I have decided not to uphold the complaint for broadly the same reasons as the investigator stated in their view.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

What's not in question is that errors were made; specifically, around the cheque clearance and associated information, and the letter spelling mistake. I'm satisfied that within BOS's apology and compensation, they treated Miss C fairly.

But Miss C feels strongly that she would like a resolution to her complaint to go further than that. The example Miss C gave was to instruct BOS to improve their services for customers who do not use telephone or internet banking. But there are limits to the Financial Ombudsman's powers: I can't, for example, require BOS to change its policies or processes, or influence its staffing decisions. We're a dispute resolution service, not a regulator or a court. I would nevertheless expect BOS to learn from both the complaints, and the Ombudsman decisions it receives, and I do hope Miss C will find some reassurance in that.

Miss C mentioned in her correspondence to this service after the investigator's view that she felt there had been insufficient investigation by BOS around the signature issue but looking through the case file, I cannot find evidence of this so am not persuaded that this is the case.

I did want to make a suggestion if Miss C remains concerned about how BOS runs certain aspects of their business and wanted to pursue her points, that she can raise them in writing to the regulator, the Financial Conduct Authority (FCA). She should be aware, however, that the FCA won't consider individual complaints.

In conclusion, while Miss C is likely to be unhappy with my decision, I have to base my decision on the evidence and facts presented; therefore, I can't ask BOS to do anything further.

### **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 Miss C to accept or reject my decision before 12 February 2025.

Chris Blamires  
**Ombudsman**