

## **The complaint**

D is a not-for-profit sports club. It complains, through its treasurer, Mr M, that Bank of Scotland plc has changed its account from its fee-free Treasurers Account to a new Community Account.

## **What happened**

D had a Treasurers Account with BoS. That account was fee-free and was available to community organisations, such as clubs, and small charities.

In October 2024 the bank wrote to D to say that, from 14 January 2025, it would be changing its account to the bank's new Community Account. The letter highlighted the main changes, including the fact that the new account would carry a maintenance fee.

The letter went on to invite D to check that the new account was still appropriate and to say that, if D was not happy with the changes, it could ask the bank to close its account without any charge. If the bank did not hear from D by 31 December 2024, the change would go ahead.

Mr M wrote to the bank before that date to say that he was not happy. He felt that D still met the criteria for a Treasurers Account. The bank explained that it had taken the decision not to offer its new Charity Account to sports and similar clubs, such as D, and that the decision would not be changed. The bank provided details of this service, and D referred the matter to us. D did not take any steps to close its account or to open an alternative.

One of our investigators considered what had happened but did not recommend that the complaint be upheld. He explained that the bank had taken a commercial decision and that it was not for this service to interfere with it. The bank had given D reasonable notice of the changes.

Mr M did not accept the investigator's assessment. He said that banks cannot change account terms without the consent of the customer, but that is what had happened in this case. He noted too that the bank had not in fact charged D any fees, but that it had more recently written again about the closure of the Treasurers Account. That had caused confusion.

## **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.

In its response to D's complaint, BoS explained that it had introduced a new Charity Account, primarily for registered charities. It was not open to sports clubs. The Community Account was designed for their needs. That decision – along with the decision to introduce a fee – was a commercial one for the bank to make. This service will not generally interfere with a bank's commercial decision about what accounts it offers or the type of customer to which it makes those accounts available, and I don't intend to do so here.

Mr M says that D has been forced to switch accounts (and to accept different terms) without its consent. I don't believe that analysis is correct, however. D was given a choice of moving to the Community Account or closing its account with BoS. It could have declined to accept the changes, by moving its account, and could have done so without incurring any charge or penalty. D did not, however, have the option to continue with the same account on the same terms.

In my view, the bank's communications about the changes were clear and unambiguous. And they gave Mr M sufficient notice to enable them to consider which option was most appropriate and to act accordingly.

I note what Mr M has said about later correspondence about the closure of the Treasurers Account. My interpretation is that it simply confirms that the account is being removed from the bank's range and is no longer available to anyone. Since D's account was closed some months ago, I do not believe there is any meaningful confusion.

### **My final decision**

For these reasons, my final decision is that I do not uphold D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask D to accept or reject my decision before 3 November 2025.

Mike Ingram  
**Ombudsman**