

The complaint

Mr P complains Bank of Scotland plc (“BoS”) closed his accounts without explanation and discriminated against him. Mr P is also unhappy the closing balance hasn’t been paid to him and that BoS have left adverse markers on his credit file.

What happened

The details of this complaint are well known by both parties, so I won’t repeat them again here. Instead, I’ll focus on giving my reasons for my decision. Mr P should note this decision only deals with his current account closures.

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 done so, I have decided not to uphold this complaint. I’ll explain why.

BoS is entitled to close an account just as a customer may close an account with it. But before BoS closes an account, it must do so in a way, which complies with the terms and conditions of the account. The terms and conditions of the account, which BoS and Mr P had to comply with, say that it could close the account by giving him at least two months’ notice. And in certain circumstances it can close an account immediately or with less notice.

BoS gave Mr P two months’ notice. BoS has provided this service with an explanation and supporting evidence as to why it closed Mr P’s accounts in the way it did. Having carefully considered this, I’m satisfied BoS acted in line with the terms of the account – and did so fairly. I can understand why Mr P would want a detailed explanation, but BoS are under no obligation to do so.

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from banks as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information BoS has provided is information I consider should be kept confidential.

BoS say it didn’t apply any adverse markers to Mr P’s credit file, but he should provide any evidence if he has seen something. Mr P hasn’t provided anything substantive to show his credit file has been affected in the way he suspects- despite prompts by our Investigator to do so. So based on the information I do have, I can’t say BoS have acted in this way.

Mr P is also unhappy his closing balance hasn’t been paid to him. Mr P was sent a cheque, but he says he didn’t deposit it as it was from another third-party bank. However, the cheque was sent by one of BoS’ subsidiaries – a well-known high-street bank. So this cheque did represent Mr P’s closing balance and he should have deposited it. I can however understand why Mr P was confused about this. BoS say it can send another cheque should Mr P want BoS to do so. I don’t think BoS needs to do anymore.

Mr P says he has been discriminated against based on his race. I'd like to assure Mr P that I've very carefully considered everything he's said about this. And I want to make clear I do not doubt how genuinely he feels about this matter and the upset BoS' actions have caused him.

While I appreciate this is Mr P's perspective, it is not my role to decide whether discrimination has taken place as a matter of law – only the courts have the power to decide this. I have, however, considered the relevant law in relation to what Mr P has said when deciding what I think is the fair and reasonable outcome. Part of this has meant considering the provisions of The Equality Act 2010. But after doing so, I've not seen evidence to indicate Mr P was treated unfairly.

Lastly, I haven't seen any compelling or persuasive evidence that Mr P was provided with poor customer service in branch. I note Mr P's arguments here relate to not being given an explanation for the closures in branch. But as I've already said, BoS is under no obligation to do so.

As I don't think BoS have done anything wrong, I see no basis in which to award Mr P any compensation for the distress and inconvenience he's suffered.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 October 2025.

Ketan Nagla
Ombudsman