

The complaint

The complainant, C, is a charity. It complains about the way in which that Bank of Scotland plc handled its requests (i) to change the signatories on its accounts and (ii) to allow its officers online access to them. The complaint has been brought on C's behalf by one of its officers, Mr K.

What happened

C has three accounts with BoS. Its officers are mostly volunteers and change from time to time. As of July 2024 it had replaced the three individuals who had authority to operate its accounts with three different individuals. They had been successfully added to two of the accounts, but not the third.

In July 2024 C requested online access to the third account. It submitted two requests online. C says the bank then contacted one of its former officers, rejecting the online request. C raised the issue with the bank's complaints team, and the bank sent further forms for completion. C returned them at the beginning of September 2024. The bank asked for further forms to be completed shortly after that. Mr K says those forms were completed and returned along with a letter of complaint, in early October 2024; he used the bank's pre-paid envelope.

BoS says it did not receive the forms or the letter and so took no further action. C referred the matter to this service in December 2024.

One of our investigators considered what had happened but did not recommend that the complaint be upheld. She noted that the bank had explained in an email of 2 September 2024 what it needed to do to have Mr K added as a signatory so he could be given online access. She commented too that this service cannot tell the bank to change its processes or direct it on what it requires to provide online access. She concluded that, as the bank had no record of receiving the forms which Mr K said he had sent on 3 October 2024, it was reasonable of it not to have taken any further action. And she noted too that the bank had provided C with a number to call if it wanted to continue the process.

C did not accept the investigator's assessment and asked that an ombudsman review the case.

I did that and issued a short provisional decision, in which I said:

As the investigator correctly observed, this service cannot for practical reasons step in and ensure that changes are made to the account in the way C requires. If I were to make an award requiring the bank to make those changes, there would be no realistic way of enforcing it.

For that reason, if C wants to add to or change the account signatories, or obtain online access, it will need to liaise with the bank to achieve that aim. I realise of course that Mr K takes the view that he and the charity have already done what has been asked of them, and I understand his frustration.

That said, I think that, once it became clear that C did still want to change the account signatories and obtain online access, the bank could and should have been more pro-active in helping it achieve those goals. Even if C's letter of 3 October 2024 did not reach its intended recipient, I think the bank should have acted with more urgency once a complaint had been raised through this service. In any event, given that the letter of 3 October 2024 was sent in a pre-paid and pre-printed envelope, I think it more likely than not that it was safely delivered to the bank; it should therefore have been acted on.

It is not for me to say what the bank should require to complete its processes, and I have no doubt the charity will need to provide further information. But I think the bank should pay some compensation in recognition of the delays to date.

In my provisional decision, I sought to acknowledge that C's primary motivation in bringing the complaint was to ensure that the necessary changes were made to the account mandate. But I thought too that there had been some avoidable delays, in particular after C had brought the complaint. I recommended compensation of £200 in recognition of that.

In response to my provisional decision, Mr K submitted copy documents evidencing the timeline of events. I do not believe there is any real dispute about what happened and when (save for the question of receipt of documents in October 2024, which I considered in my provisional decision). I do not therefore need to set out the background in any more detail.

The investigator sought the bank's further comments. It said, in summary:

- It accepted my recommendation of compensation.
- There was a time limit for accepting documentation. As a result, if paperwork was incomplete (as some had been on occasions here), it might be necessary for fresh documents to be completed.
- The position had been complicated by the fact that the previous account signatories were no longer in place; they could not therefore simply appoint replacements.
- It would assign a named individual to assist Mr K in changing the account mandate.

I understand that the named individual has recently been in touch with Mr K, and that Mr K has returned completed forms to the bank so that the required changes can be made.

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.

Whilst the change of mandate has not yet been completed, I am pleased to see that it appears that progress is being made. As I indicated in my provisional decision, I do not believe that there is any real benefit in me issuing a decision requiring the change to be completed; nor is it for me to say what the bank should require to achieve that aim. But it does appear that BoS is now being more pro-active, at least in the sense that Mr K now has a named point of contact.

I have not changed my view about the appropriate level of compensation in this case. I note that BoS has agreed to a figure of £200, but I will nevertheless make a formal award, so that C can enforce it if necessary. That compensation is intended to cover the inconvenience suffered by C to date, but my award will not prevent C from bringing a fresh complaint in respect of later events, should that be necessary.

My final decision

For these reasons, to resolve C's complaint to date in full, Bank of Scotland plc should pay it £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 9 December 2025.

Mike Ingram
Ombudsman