

## The complaint

N, a limited company, complains Santander UK Plc gave notice in July 2025 that they planned to migrate N's account, which is free from fees, to an account which incurs a monthly fee in October 2025. N says this is unfair as when they opened the account it was promised they would be entitled to 'free banking forever'.

For simplicity I've referred to Santander only throughout this decision although I recognise the initial agreement existed between N and Abbey.

N has told us:

- They opened a business account in 2006. N chose the account on the basis it was offering free banking forever. N believe Santander also made this promise over the years since the account was opened.
- All the advertising and documentation N have and remember from this time confirmed the account would remain fee free for the life of the account subject to relevant changes in law, regulation or the imposition of any tax in connection with bank charges. N believe there have been no such changes and so Santander are acting unfairly now in charging a monthly fee for the account.

Santander has told us:

- They accept the account taken out by N was marketed as free banking forever, this has never been included in the terms and conditions of the account.
- Over the years, Santander have reviewed the products they offer its customers and, as part of simplifying the accounts available, it has migrated certain accounts to new products. In 2015, N's account was migrated to an 'everyday account' which has no promise of fee free banking. More recently, they needed to migrate some customers to a new account, and this is also an account with no promise of fee free banking.
- Santander are satisfied banking services have changed in the years since N's account was opened – nearly 20 years ago - and there have been changes in the relevant law and regulation. This has resulted in a need to change the way they operate business accounts which justifies a fee being charged.
- To provide a fair and consistent service to all their customers, Santander are simplifying their business account range by consolidating existing business accounts to the 'classic' account which comes with a fee of £9.99 per month. Many of those customers migrating to the classic account have not benefitted from fee free banking for the past 20 plus years, and most of the products they are migrating have a monthly fee of more than £9.99 per month.
- They are satisfied the implementation of a monthly fee is supported by the terms and conditions and it has given N adequate notice of the intended change. N can chose to move to the new account with a monthly fee, close the account, or switch to a new provider which Santander said it will facilitate.

Our investigator looked into things, but he didn't uphold the complaint. N didn't accept the investigator's findings, so the complaint has been passed to me to decide.

## 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.

There's no dispute here the marketing information for N's account when it was opened set out that Santander were offering free banking forever. It's clear this was how the account was advertised and I've seen the literature from the time that supports this. I'd add that Santander aren't disputing this either. So, I accept what N have said about what they were told in some of the literature linked to the account when it was opened.

The issue for me to decide here is whether I think Santander are acting unfairly in migrating N to the new account now, taking into account the terms and conditions applicable to N's account.

The terms and conditions applicable to the account when N opened it say:

*"5.1.1 We may change these Conditions (which includes adding or removing conditions) by notifying you of the change."*

I've also reviewed all the subsequent versions of the applicable terms and conditions available throughout the years, from the time the account was opened until the most recent version. I can see they all contain the same, or similar, wording that allowed changes to be made. So, for more than 20 years, Santander have been clear in the applicable terms and conditions - changes can be made to the account, and none provided a guarantee of free banking forever.

Despite this, N have benefitted from free business banking for over 20 years. Overall, I think it's fair and reasonable that Santander are relying on the terms and conditions and making these changes.

The other relevant terms and conditions to consider as it's making these changes now are the most recent. In 2015, Santander migrated N's account to a Santander branded 'Everyday Current Account' and Santander's general terms and conditions applied from this point onwards – the account details such as the sort code and account number didn't change, but the type of account did.

The terms from 2015 provide a list of changes Santander might make, which include taking into account changes in costs and regulation. The terms and conditions were updated in April 2025 and state:

*"This agreement may last for a long time, so we're likely to need to make changes to it from time to time. We might change these terms or your account's specific conditions. This includes interest rates or fees (such as adding or removing fees)..."*

I'm satisfied the terms and conditions currently applicable to N's account allow Santander to make changes to it subject to giving sufficient notice of this to their customers. The terms and conditions set out that Santander should give 60 days' notice of this change, and I can see it's given N slightly more than this.

N feel strongly that literature outside of the terms and conditions formed part of Santander's obligation to N. And I have considered this point, and the literature, carefully. But the terms and conditions are what outline the contractual obligations between Santander and their customer. Even if the other literature did form part of the contractual agreement N had with

Santander, they would still be able to change this agreement under the terms and conditions outlined above.

I'm also satisfied this change is supported by the literature I've seen that would've been given to N when the account was opened. The tariff of charges provided to customers opening the account in 2006 is titled 'free banking forever', but the literature goes on to explain this is subject to relevant changes to the law, regulation or the imposition of any tax in connections with bank charges.

There have been significant changes to banking regulation since 2006. For example, the obligations on banks to better protect its customers from various risks including anti-money laundering, countering the financing of terrorism, and preventing fraud and scams, significantly increasing the costs of offering an account to both personal and business customers.

Free business banking is not currently a typical offering from any major retail bank. And in Santander's case, whilst some customers, like N, have benefitted from fee free banking for more than 20 years, others have been paying significantly more. Santander has said they're taking this step to ensure all their customers are being treated fairly, and I haven't found they're acting unfairly in asking N to pay a fee in this case.

Santander are entitled make decisions about products that are no longer commercially viable, including withdrawing them completely. In this case, they explained the decision they will no longer offer the account N currently has. This is a decision they're entitled to make and one which this Service wouldn't generally interfere with.

Even if there had been a contractual obligation to always provide the account with no fees attached, I wouldn't have concluded it would be fair that Santander should be obligated to provide this product to N indefinitely if they believed it was uneconomic to do so.

I would also note the terms and conditions allow Santander to close the account as long as sufficient notice is given. Which isn't to say I think they should or will. But both parties were always allowed to withdraw from the agreement in the lifespan of the account.

Santander have offered N a reasonable alternative account, albeit with a fee. And they have given N enough notice of the changes so it can find alternative options should it wish to. I understand why N feels Santander has broken its promise, and I acknowledge this is likely to lead to more overall costs for N's business.

But, I'm satisfied Santander are entitled to change the terms and conditions applicable to the account – including in relation to the cost of the account - as long as sufficient notice has been provided, as it has in this case.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask N to accept or reject my decision before 17 February 2026.

Thom Bennett  
**Ombudsman**