

The complaint

Ms B complains that Bank of Scotland plc trading as Halifax has changed her account from a basic account and complains about the tone of its letter about the change.

What happened

Ms B says she has a basic Halifax account and received what she says was a condescending letter from it, telling her that her account was changing from a basic account to what it calls a current account. She says she did not want the new account and it was changed without consent or her knowledge. Ms B says she would like an account without fees.

Halifax says it has paid £15 to acknowledge the upset its letter caused Ms B. It says it can't change its decision which it made in line with account terms and conditions. Halifax says Ms B doesn't have an automatic overdraft facility and it will issue an account card which is not contactless. It also says the account is fee free and Ms B wouldn't have been able to select a basic account when it was opened, that decision is made by it.

Ms B brought her complaint to us, and our investigator didn't uphold the complaint. The investigator thought Halifax had acted in line with agreed account terms and conditions by changing the type of account. The investigator didn't think the letter about the changes was inappropriate but thought the compensation fair and reasonable.

Ms B doesn't accept that view and maintains she should have the right to have the basic account.

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 come to the overall view that I don't uphold this complaint. I appreciate Ms B will be disappointed by my decision. I have listened carefully to her telephone call to us about this complaint and appreciate how strongly she feels about what took place.

The starting point for this complaint is the account terms and conditions which I am satisfied Ms B would have agreed to when the account was first opened. Those terms and conditions make clear that Halifax may change a customer's account to a different type by providing notice. I can see that Halifax wrote to Ms B in April 2024 telling her that her account would change from a basic account to a current account on 27 June 2024. So, I am satisfied Halifax acted in line with agreed account terms and conditions and was entitled to change the account. It follows that I don't think Halifax made a mistake or acted unfairly by doing so.

I have also looked carefully at the type of accounts Halifax offers and can see that a customer can't apply for a basic account in any event. I am satisfied that a customer would have to apply for a different account which Halifax would assess before offering to open a

basic account. So, I don't think on balance it likely that Ms B selected such an account when it was opened in any event.

I appreciate Ms B says the account change was made without her consent or knowledge. I am satisfied Ms B received a letter telling her of the change and so I am satisfied the change was made with her knowledge. And I have made clear that Halifax can make the change without Ms B's consent in any event.

I also appreciate Ms B says services are being forced on her that she does not want and that fees may be incurred. I have looked at the differences between the two accounts which I think are minimal. I can see Halifax has said the new account is fee free and that Ms B would have to apply for an overdraft facility which is not automatic. I can also see that Halifax has fairly said it will be issue an account card that is not contactless. In those circumstances it is difficult to see any practical changes to Ms B's position or the account. I am satisfied that Ms B does not need to apply for any of the account benefits such as an overdraft facility if she does not wish to do so. I also think It's up to Halifax when exercising its commercial judgement to decide what type of accounts it offers its customers.

Overall, I'm satisfied that Halifax has acted in line with agreed account terms and conditions. I can't see there has been any real impact on Ms B caused by the changes. I appreciate Ms B says the letter telling her about the changes was condescending. I don't think that is the main part of the complaint and can see in any event Halifax has paid £15 compensation to acknowledge the impact it had. I find that offer fair and reasonable and don't think its impact justifies further compensation. I accept Ms B doesn't suggest that award should increase. And I make clear that the impact of such letters is largely subjective. I think the important point about the letter is that it told Ms B of the account change and the differences between the two accounts. I make clear that I don't think the letter was inappropriate.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 27 July 2024.

David Singh
Ombudsman