

## **The complaint**

Mr N complains Monese Ltd unfairly held on to funds he had in his account and delayed releasing them to him. He wants compensation for the trouble he was caused.

## **What happened**

In June 2020 Monese carried out a review and blocked Mr N's account. They let him know his account was blocked the same day. Monese completed their review and closed his account in July 2020. They sent him an email saying his account was closed and the balance would be returned to the remitter. But Mr N says Monese told him over the phone that they would return the balance to him directly. He provided them with his account details to send the funds to.

Monese failed to send the funds to Mr N and they subsequently sent him an email in October 2020 to check his account details, but they didn't receive a response. They sent him another email in January 2021 and received a reply back from him in April 2021, after which they made payment. They also offered him £100 for the delay he experienced.

Our investigator decided Monese's offer was fair. They also said Monese were entitled to restrict his account to meet their legal and regulatory obligations and they could close his account.

Mr N disagreed with the outcome our investigator reached. He says he never received the email in October 2021, and he would have provided his account details straight away if he had as he needed his money. He asked for a final decision by an ombudsman, so his complaint has been given 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.

I have decided that Monese should pay Mr N £100, but I am not directing them to pay any further compensation. I'll explain why.

Monese has important legal and regulatory obligations they must meet when providing accounts to customers. Those obligations are ongoing and don't only apply when an account is opened. They can broadly be summarized as a responsibility to protect persons from financial harm, and to prevent and detect financial crime.

To comply with their responsibilities, Monese will monitor and review accounts. It's common industry practice for firms to restrict access to an account in order to conduct a review. Doing so helps prevent potential financial loss or harm. So, I find Monese could restrict Mr N's account and they didn't need to action his initial request to transfer his balance elsewhere.

Monese has the discretion to close an account. And unless their decision was unlawful our service won't generally interfere with their ability to choose who they want as a customer.

So, I find Monese were able to close Mr N's account and they didn't act unlawfully.

Monese admits there were avoidable delays in sending Mr N his balance and they incorrectly told Mr N his funds were being returned to the remitter. This understandably caused Mr N confusion and frustration. But I find £100 represents fair compensation in the circumstances of this complaint.

I find Monese sent Mr N an email in October 2020 to request what account they should send his funds to. I understand Mr N disputes receiving this email, but I can see it was sent to the same email address Monese had for him which they had sent previous emails to. It's possible Mr N missed the email or there was a problem with his email account, but this was not Monese's fault.

Monese should have sent the funds to Mr N after they closed his account, so before October 2020. But I have also considered that Mr N delayed providing different account details after receiving Monese's subsequent email in January 2021. So, I am not persuaded the funds were as urgently needed as Mr N says they were. Otherwise, I think he would have provided his account details to Monese in January 2021.

Mr N says he couldn't celebrate his birthday as a result of his account being blocked. But at the time of his birthday Monese hadn't completed their review, so I don't find they should have released his funds to him at that time.

### **Putting things right**

Subject to Mr N accepting this decision I direct Monese to pay Mr N £100 unless Mr N has already received payment of their offer of compensation.

### **My final decision**

I direct Monese Ltd to make payment to Mr N according to my direction above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 5 April 2022.

### **Ombudsman**