

## **The complaint**

Mr C's complained that Bank of Ireland (UK) Plc closed his account without notice, and caused him inconvenience. And he'd like compensation for the impact on him.

## **What happened**

Mr C had an account with Bank of Ireland. In August 2020 Bank of Ireland asked Mr C questions regarding his account activity and identification documents. Mr C responded to Bank of Ireland and supplied the documents requested but the bank weren't satisfied. And asked for further documentation.

On 2 October 2020 Bank of Ireland advised Mr C if the documents they requested weren't provided, his account would be closed in 30 days. And on 5 November 2020 Bank of Ireland advised Mr C that the documents requested had been provided. However they weren't sufficient for Bank of Ireland and on 13 November 2020 they asked Mr C to provide further identification documents and verification.

Mr C's account was then closed without notice on 6 January 2021. And on the same day Bank of Ireland issued a cheque to Mr C for the account balance.

Mr C received the cheque and the funds were credited to another of his accounts, a bank I'll call A, by 21 April 2021.

Mr C complained to Bank of Ireland about their decision to close his account, and the delay in receiving his funds. Bank of Ireland reviewed Mr C's complaint but they didn't uphold it. In summary they thought they'd given Mr C notice on 2 October 2020 of their intention to close his account if he didn't provide the necessary documents, and they'd acted fairly in closing his account without notice and sending a cheque.

Mr C wasn't satisfied with their response so brought his complaint to our service.

One of our investigator's looked into Mr C's case, and they thought that Bank of Ireland hadn't acted fairly. They thought Bank of Ireland hadn't communicated with Mr C clearly about the documents required, and shouldn't have closed his account without further contact. They recommended Bank of Ireland pay 8% on the funds sent to Mr C from 6 January 2021 to 21 April 2021.

Bank of Ireland didn't agree - they said they'd explained to Mr C his account may be closed if they didn't receive the relevant documentation. And due to global pandemic and unexpected sickness their service levels were impacted.

On picking up Mr C's decision I reached a slightly different conclusion to our investigator. I explained that I didn't think Bank of Ireland had acted fairly in failing to give Mr C 60 days' notice of the closure of his account. But I couldn't hold Bank of Ireland responsible for Mr C not getting access to his funds until 21 April 2021. I recommended that Bank of Ireland pay Mr C £500 compensation for the inconvenience caused to him.

Bank of Ireland accepted my recommendation but Mr C didn't. He said:

- He was outside the United Kingdom at the time the cheque was issued and his family members were vulnerable
- Because of the size of the cheque it delayed crediting his account
- Bank of Ireland should have responded more quickly to A

As Mr C didn't agree I've reconsidered my conclusion below.

### **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.

Bank of Ireland have accepted they should have provided Mr C 60 days' notice when closing his account so I'll only cover this briefly. Bank of Ireland advised Mr C if he didn't provide the documents within 30 days they'd close his account, but on 5 November 2020 they advised him they'd received the documents. I'm satisfied this ended the notice period given by Bank of Ireland – and they've not given any further reasoning for why Mr C's account was closed without notice.

I've thought about appropriate compensation for this. I've seen a copy of the cheque and I'm satisfied it was issued on 7 January 2021 and paid to A on 19 April 2021. Mr C explained that the cheque was deposited with A on 19 February 2021. Mr C says that the delay occurred due to him being out of the United Kingdom, the global pandemic and the vulnerability of his family members. I understand that the pandemic made it more difficult for Mr C's cheque to be deposited – however the cheque was sent to Mr C's registered address, and family members were present. I've thought about the contact Bank of Ireland received from A regarding the cheque. And I've seen a statement from the branch manager at Bank of Ireland who advises he didn't receive any contact from A prior to the cheque being paid on 19 April 2021. Having done so I've not seen any evidence that Bank of Ireland delayed the crediting of Mr C's cheque, and I'm not able to hold Bank of Ireland responsible for A's cheque clearing processes.

I've considered Mr C's arguments but on balance I can't hold Bank of Ireland solely responsible for the delay in him getting access to his funds. Therefore I don't think 8% interest for the entire period Mr C was without his funds is fair.

Overall, I think Mr C was caused inconvenience by Bank of Ireland's actions. If they'd given Mr C 60 days' notice, as I'd expect, he would have been provided with the opportunity to switch or move his banking facilities to another provider. Instead Mr C was caused inconvenience in making arrangements for his cheque to be deposited without any prior warning. And this likely impacted on his building project in Ireland.

### **Putting things right**

I think Bank of Ireland should compensate Mr C £500 for the inconvenience caused to him.

### **My final decision**

My final decision is I direct Bank of Ireland (UK) plc to:

- Pay Mr C £500 compensation for the inconvenience caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or

reject my decision before 28 October 2022.

Jeff Burch  
**Ombudsman**