

## **The complaint**

Mr T complains about the way that Melton Mowbray Building Society dealt with him over its calculations in respect of the closing balance on his account.

## **What happened**

Mr T made a previous complaint about the way that Melton Mowbray dealt with the closure of his account. That complaint was dealt with by this service and a final decision was issued by one of my Ombudsman colleagues. So as the history of the matter is well known to both parties I won't go into it here.

In May 2020 Mr T asked for information from Melton Mowbray about the calculation of the balance owing in respect of the pending closure of his account. After correspondence with it, Melton Mowbray advised Mr T of a figure for the closing balance which included accrued interest. After further correspondence, in June 2020 Melton Mowbray set out an increased figure for the closing balance which was some £7 higher. In July 2020 it sent Mr T a cheque for the closing balance which it rounded up by around £19 to the nearest £100. This was to take into account the cost to Mr T of postage.

Mr T was not satisfied with Melton Mowbray's calculations. In fairness to him he raised the matter as part of a general complaint about Melton Mowbray's closure of his account, which as I've said was dealt with by the previous Ombudsman.

However the complaint about the calculations of the closing balance was not dealt with in that previous decision. Our Investigator raised that issue with Melton Mowbray who gave its consent to this being dealt with as a new issue.

Our Investigator considered the matter and said that Melton Mowbray should pay Mr T £100 compensation for the distress and inconvenience caused to him.

Melton Mowbray disagreed and raised the issue that it believed the previous Ombudsman had considered this. It also pointed out that it rounded up the closing payment to account for Mr T's extra postal costs and waived the fee for closing the account.

The matter has been passed to me for an Ombudsman's consideration.

## **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.

To deal with the issue of the previous complaint first, Melton Mowbray clearly set out in writing that it was happy for the new concern of the dispute in the closing balance of Mr T's account to be considered in this final decision. I don't think it would be fair to allow it to withdraw that consent after our investigation was completed.

The difference in the final payment to be made following the closure of Mr T's account between Melton Mowbray's May and June 2023 letters may seem to be a small amount, at

just over £7. I understand that the reason for the difference was that the figure quoted in May was intended to be indicative and the final figure quoted was a system generated figure. But the May letter did not say that at the time - if it had Mr T would not have been put to the inconvenience of having to correspond further. I also understand that at no time was Mr T told that normally Melton Mowbray charges a fee for closing an account.

Having said that I don't think that the final payment to Mr T was calculated wrongly, at least I've seen no evidence that it was. I believe that Mr T's calculations in any event produce a very small difference of less than a pound.

So I have to consider whether our Investigator's proposal that Melton Mowbray pay £100 for Mr T's distress and inconvenience would be a fair and reasonable result. I have to take into account the wider circumstances, I've not set out in this decision, but which the parties are well aware of. At the time Mr T was grieving because he had suffered two close family bereavements. The closure of his account arose after his dealings with Melton Mowbray in respect of his family accounts.

I should emphasise that no finding was made against Melton Mowbray in respect of its decision to close Mr T's account. However I do think that its dealings with the calculation of the closing balance of the account did cause him extra distress and inconvenience. So I think it right that Melton Mowbray should pay him £100 to reflect that. I've noted that it rounded up the final balance figure by around £19 – as it said to account for Mr T's costs. I think it's fair to consider that as compensation for his expenses in having to correspond with Melton Mowbray about the matter. With compensation for costs being separate from that awarded for distress and inconvenience.

### **Putting things right**

Melton Mowbray should pay Mr T £100.

### **My final decision**

I uphold the complaint and require Melton Mowbray Building Society to provide the redress set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 12 April 2024.

Ray Lawley  
**Ombudsman**