

## **The complaint**

Miss F complains that ClearBank Limited, trading as Tide, closed her account.

## **What happened**

Miss F had an account with Tide. In December 2023, Tide paused Miss F's account while it completed a review. A day later it closed Miss F's account. Dissatisfied, Miss F complained to Tide and referred the complaint to us.

Our investigator looked at the complaint. Although he thought Tide might have closed the account with appropriate notice, he wasn't persuaded Tide had grounds to do so immediately. He recommended Tide pay Miss F £150 to reflect the impact this had.

Miss F agreed with the investigator. Tide disagrees. The complaint has been referred 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.

The terms and conditions that applied to Miss F's account said that Tide could terminate the account providing it gave two months' written notice. In some circumstances it could terminate the account immediately. With this in mind, the main question for me to decide is whether the terms and conditions allowed Tide to close Miss F's account immediately.

Where a business closes accounts in these circumstances they don't need to give reasons. Nor would it be appropriate for me to tell Tide to share its reasons with Miss F. But Tide has shared further information in confidence about why it acted as it did. Based on everything I've seen, I don't accept that this reason is grounds to close the account immediately.

Tide has argued that the grounds listed in the terms and conditions that allow it to close accounts immediately are not definitive or exhaustive. It says there's many reasons it might need to close an account immediately which it might not list in the terms and conditions – and provided examples of these.

I don't accept this argument. I think that by expressly listing reasons Tide could close accounts immediately, it necessarily excludes reasons it hasn't listed. I don't accept these reasons were merely illustrative or mentioned only as examples. I note that the reasons listed are broad in scope. Moreover, the other examples Tide has mentioned all fall squarely within the reasons that are listed in the terms and conditions – and don't apply to Miss F's complaint.

It follows that while I accept Tide could close the account had it given the correct notice, I don't accept it could do so immediately.

### **Putting things right**

I've therefore gone on to consider what Tide needs to do to put things right. Had things happened as they should have done, Miss F would still have had access to the account while she applied for a new one. Miss F says the decision to close the account caused stress – she says this led to a medical condition flaring up.

That said, I'm satisfied Tide could still have closed the account had it given appropriate notice – and so Miss F would still have experienced the inconvenience of having to set up a new account. And Miss F doesn't appear to have incurred any penalties or overdue bills while this was happening.

Based on what I've seen, I accept Tide's actions caused Miss F distress and inconvenience. But this distress and inconvenience was for a relatively short period.

In the circumstances, I award £150 to reflect the distress and inconvenience

### **My final decision**

I uphold the complaint. Clearbank Limited should pay Miss F £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 22 August 2024.

Rebecca Hardman  
**Ombudsman**