

## **The complaint**

Mr H complains that The Royal Bank of Scotland Plc cancelled his debit card, leaving him without access to his money.

## **What happened**

Mr H had an account with RBS (trading as “The One account”). In January 2023 RBS wrote to Mr H to say that it would be closing his account in August 2023. Mr H was travelling overseas for an extended period and didn’t receive the letter.

In the event, RBS cancelled Mr H’s debit card before the closure date. It’s accepted that this shouldn’t have happened.

Mr H says the card was his only means of accessing his money, and it was 39 days before he was able to access it again. He says that in the meantime, he had to beg and borrow to be able to pay for anything. This caused him immense embarrassment and stress. What’s more, he was unable to travel to an important family event. He also says the communications from RBS’s customer service were very poor, and that he received repeated out of office messages when he was trying to sort the matter out.

Mr H says he’d been travelling overseas for more than nine years, and believes that RBS should have known this from his ATM records. He’s also queried why RBS didn’t send him the notice of closure by email, rather than letter.

In response to Mr H’s complaint, RBS offered to pay him £300 to apologise for the inconvenience he’d experienced. It subsequently increased its offer to £500.

Mr H wasn’t satisfied with RBS’s offer, and brought his complaint to this service. He said he’d like RBS to pay for his daily needs and take into account the stress caused by its actions.

RBS then said that in an attempt to settle the complaint, it was willing to increase its offer to £825. Mr H wasn’t happy with RBS’s revised offer, but said he’d be willing to accept £1,000.

One of our investigators considered Mr H’s complaint and thought RBS’s offer of £825 was fair, taking into consideration the impact the situation had had on Mr H.

Mr H didn’t accept the investigator’s view, so the complaint’s been passed to me.

## **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’m satisfied that RBS acted in line with the terms and conditions of Mr H’s account when it gave him notice that it would be closing the account. It sent the letter to the address it had on record for Mr H. I don’t consider that RBS should have deduced from the fact that the ATM transactions on Mr H’s statements were abroad that it should have sent the letter by email

rather than post.

It isn't in dispute that RBS cancelled Mr H's debit card earlier than it should have done, and that he experienced significant inconvenience and upset as a result.

It's clear to me that Mr H feels strongly that the compensation that RBS has offered him is inadequate to reflect the distress and inconvenience that the cancellation of the debit card put him through. I can't fairly require RBS to compensate Mr H for his daily living expenses, as those would have been incurred in any event. But I do understand that not having access to the money in his account for some weeks will have caused Mr H considerable stress, compounded by having to miss an event that was important to him. I also understand that it would have been frustrating to Mr H that staff absences meant that RBS wasn't always able to respond to him as quickly as he'd have liked.

However, having thought carefully about everything that both parties have said, I consider RBS's offer of £825 to be in line with our approach to compensation awards, and fair and reasonable to reflect the overall impact of RBS's error on Mr H. So I can't fairly require it to pay him more than that.

### **My final decision**

My decision is that I uphold this complaint. I require The Royal Bank of Scotland Plc to pay Mr H £825, as it has offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 September 2024.

Juliet Collins  
**Ombudsman**