

## **The complaint**

Mrs D complains about Bank of Ireland (UK) Plc (BOI) when she found herself unable to make a withdrawal. This caused inconvenience and anxiety.

## **What happened**

After opening an online account with BOI in April 2024 and paying into it several times, Mrs D attempted on a number of occasions, later in the year, to make a withdrawal but she was unsuccessful saying that she received an error message which led her to believe there was a technical issue. As a result, Mrs D wrote to BOI to complain and to request her account be closed.

BOI investigated the complaint but rejected it. They said that occasional precautionary security blocks are added, due to routine security checks which safeguard their customer accounts. To remove the block, Mrs D was required to telephone BOI.

Mrs D was unhappy with BOI's response so brought the complaint to this service and an investigator looked into it. Soon after, Mrs D telephoned BOI and the block was removed, and the account closed.

Our investigator looked into the complaint and upheld the matter. They said the block was applied due to BOI not having Mrs D's signature on file. They went on to say that the block was applied soon after account opening and as BOI did not let Mrs D know about the block until she tried to make a withdrawal, they should pay Mrs D £100 for the distress and inconvenience.

Mrs D accepted our investigator's view, but BOI did not. They said the block was not connected to any signature issue but was around precautionary security measures for newly opened accounts, as per their own terms and conditions (T&C). BOI did reference the signature issue but only in terms of checking it when they received Mrs D's complaint letter.

Our investigator responded to BOI reiterating that BOI should have informed Mrs D earlier about the block, especially in light of her regular use of the account when paying in. BOI confirmed their stance, and it was agreed that an ombudsman review her complaint.

## **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 looked very carefully at all the information BOI have provided to see if it has acted within its T&Cs, followed due process, and to see if it treated Mrs D fairly. I've also looked through both what Mrs D and BOI supplied following our investigator's views.

I was sorry to learn that what should have been a straightforward withdrawal request turned into a prolonged complaint. Part of my role is to determine whether what took place was reasonable, whether BOI followed processes correctly, and whether Mrs D did all she could as a customer to work with them.

Firstly, I'm glad that BOI have clarified that the reason for the block was not connected to the absence of a signature on file as I know this formed part of the complaint when it came to this service, and was mentioned within the investigator's first view.

That takes me onto why the block was applied which for understandable security reasons, BOI can't go into. Here, I'm in agreement with both BOI and our investigator that BOI were, and remain entitled to apply a block such as this, as per their T&Cs.

What I do need to address is the important issue linked to the block which is around whether BOI should have let Mrs D know about it when it was applied, or soon after. As I've mentioned, financial institutions such as BOI cannot go into detail about their security processes, especially those which exist to safeguard their customers. Within BOI's T&Cs about restrictions on the use of the account, it says that they may restrict a customer's right to use the account and consequently *may* contact the customer i.e. they are not obliged to do so. And it's this section which I consider to be of sufficient clarity to inform a customer that contact may not be made following the application of a restriction.

I very much appreciate Mrs D's unhappiness around BOI only letting her know about the block when she questioned it, but I hope I've explained above why I believe this had to be the case.

Another major issue within this complaint is around the error message that Mrs D received when she attempted to make a withdrawal, on numerous occasions by her own admission. I've seen the message that Mrs D would have received as part of BOI's evidence and whilst it could be construed as indicating a technical issue as Mrs D says, it clearly says Mrs D could telephone BOI and provides a telephone number. I understand that Mrs D did not telephone BOI about the issue, despite it occurring several times, instead electing to write to them. Whilst I acknowledge Mrs D's comments that these types of calls can cause her anxiety, and this is why she did not call, I would have expected the circumstances to warrant a telephone attempt, perhaps with a trusted third party who could have supported, or spoken on behalf of Mrs D.

I firmly believe that had Mrs D chosen to do this earlier, after the first error message, the issue would have been resolved, as evidenced in the actual call Mrs D made in which she successfully closed the account.

In terms of impact, I know our investigator regarded a compensation payment as appropriate to represent the impact of BOI not telling Mrs D about the block. But as the application of the block didn't impact Mrs D until she attempted a withdrawal, and she chose not to telephone BOI at the time to fix the issue, I'm not persuaded the impact was great enough to warrant any compensation.

In view of this, considering all the circumstances including BOI's lack of errors, I can't reasonably require them to take any further action towards Mrs D.

**My final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 23 April 2025.

Chris Blamires  
**Ombudsman**