

The complaint

Mr W complains that Halifax Ltd treated him unfairly when it closed his account after it said he'd been abusive in a local branch.

What happened

Mr W held a current account with Halifax. In September 2023, Mr W visited his local Halifax branch to undertake a transaction and there was an issue with a member of staff. Halifax noted at the time that Mr W had been abusive and intimidating to the member of staff, but he denied that was the case.

The same day, a manager from the bank wrote to Mr W offering a meeting to discuss the incident in branch. A couple of weeks later, Mr W said he'd accepted the offer of a meeting if he could bring a legal representative with him. There was an impasse between the parties about the meeting and this didn't take place. Shortly after Mr W's letter had been received, the bank sent him a letter saying that it wouldn't tolerate inappropriate behaviour, and would close his account if there were any instances of this again.

Mr W was unhappy with Halifax's actions and in October 2023, he complained that he had been treated unfairly. He also explained that he was a vulnerable person and asked that his mental health vulnerabilities be recorded by the bank. Halifax issued its Final Response Letter ('FRL') to Mr W in mid-November 2023 and said it didn't uphold his complaint. It acknowledged Mr W's vulnerabilities but said it wouldn't accept the abuse of its staff and thought that its warning about the account closure was fair.

In November 2023, Mr W attended the branch again to provide a response to the FRL. Halifax said that when Mr W had attended the branch, he had been intimidating and aggressive to its staff. Shortly after, Halifax wrote to Mr W giving him thirty days' notice that it would be closing his account.

Mr W was unhappy with Halifax's actions as he felt that he'd been treated unfairly. He said he'd asked for proof of his unreasonable behaviour from the bank, but this hadn't been provided, and also had gone to the police to ask them to obtain evidence of his supposed behaviour. Mr W said that he'd switched his account to another bank before his account had been closed by Halifax, however he felt the bank's actions had been unfair. In mid-December 2023, Halifax issued a further FRL saying that its decision to close Mr W's account was fair as it had already warned him about his behaviour. Mr W didn't agree and asked our service to look into his complaint.

Our investigator didn't recommend the complaint be upheld. She was satisfied that Halifax had acted fairly in closing Mr W's account, and noted that it was a commercial decision the bank was able to make to decide not to offer facilities to a customer, in the same way the customer could move their account elsewhere. She thought Halifax had taken into consideration Mr W's vulnerabilities when it had given him thirty days' notice of the account closure, rather than closing it immediately. So, she didn't think Halifax had done anything wrong.

Mr W didn't agree with our investigator's opinion and asked for an ombudsman to review his complaint. He said that there was no evidence to support the allegations from Halifax, and felt that the bank hadn't taken into consideration his mental health vulnerabilities. So, the case was passed to me to decide.

I issued a provisional decision on 14 March 2025. I said the following:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided to uphold it in part. I'll explain why.

Mr W says that Halifax treated him unfairly when it said he was abusive and closed his account. He's also told us that he made the bank aware that he was a vulnerable person due to his health needs, but the bank didn't make any reasonable adjustments for him. He also told Halifax that he felt he'd been discriminated against. I want to thank Mr W for sharing the information about his mental health condition with us.

Given that Mr W says he is vulnerable and felt discriminated against by Halifax, I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr W wants a decision that Halifax has breached the Equality Act 2010, then he'd need to go to Court. I can understand why Mr W feels he's been discriminated against, and I do think that Halifax hasn't quite grasped how its actions have made Mr W feel. So, I've addressed this in more detail below.

I recognise that both parties have different perspectives about what happened between Mr W and the Halifax staff in September 2023. As I wasn't present at that time, I can only consider what I think was more likely to have happened based on all the evidence provided to me. And considering what both parties have said, I'm satisfied that there was some kind of disagreement at that time.

Mr W told us that he wasn't abusive or aggressive in his manner when speaking to the branch staff, which may have been the case. However, even if Mr W was rude or spoke in a tone that could have been seen as unreasonable to either staff or customers, I think it's fair that Halifax issued Mr W with a warning about his behaviour and explained that the consequences of this continuing would result in the closure of his account. I acknowledge that Mr W said he was prepared to have a meeting with the bank to discuss the issues it had raised, provided a solicitor was present, and the bank had declined this. However, I don't think it was unreasonable for the bank to decline Mr W's request for a 'formal' meeting when it appears that was not required.

Based on what I can see, I think the bank wanted to informally address any issues Mr W was having so it could prevent any further escalation. I haven't seen any evidence that the bank declined Mr W being accompanied to a meeting, only that it had declined the type of meeting which Mr W proposed, which I think was reasonable. I also think it's worth noting here, that I haven't seen any evidence from either party that Halifax was aware of Mr W's vulnerabilities at this point. Therefore, it wouldn't have known that it needed to make reasonable adjustments for him when it issued him with this warning.

However, I can see that in October 2023, Mr W made the bank aware of his vulnerabilities so I think it should have done more to support him from this point. Halifax has accepted that it didn't offer support to Mr W or ask him what reasonable

adjustments he may need. So, I don't think it behaved reasonably. Halifax also told our service that it closed Mr W's account because despite asking him to refrain from being aggressive or abusive, he was rude and intimidating to its staff. I acknowledge this was a decision that Halifax was able to make in line with the account terms and conditions, but I don't think it treated Mr W fairly in the level of support provided or in giving only thirty days' notice.

I say this because I haven't seen any evidence that prior to September 2023, that Mr W had been spoken to or warned about his behaviour, nor was he given the opportunity to change his behaviour to prevent his account being closed. Instead, Halifax issued a response saying that abusive behaviour wouldn't be tolerated. And although this in itself isn't unreasonable, again there was no suggestion of support for Mr W or acknowledgement of his vulnerabilities which may have led to this behaviour - for example, a dedicated member of staff or a place for him to wait which would reduce his anxiety. So, when Mr W received the final response letter, he returned to the local branch with his reply to the bank and the branch staff said his behaviour was unacceptable. Halifax then decided to close Mr W's account because of this subsequent visit. So, I think Halifax's actions here caused Mr W distress and made him feel that he was being discriminated against as he hadn't been listened to and his vulnerabilities taken into consideration.

That being said, I don't think that Halifax was unreasonable in closing Mr W's account, although I think it should have given Mr W sixty days' notice, rather than thirty days. The terms of Mr W's account say that Halifax may close the account "if you [have] threatened, been abusive or violent towards our staff." Halifax told us that Mr W had previously behaved unreasonably and had been given verbal warnings by Halifax's staff on numerous occasions that his behaviour wasn't acceptable, in addition to the written warning in September 2023. Whilst I recognise that Mr W disputes Halifax's version of events as he says the bank has not provided him with the evidence he requested, I have seen evidence of testimonies from the branch staff which says that they felt threatened and intimidated. So, I think it's reasonable that Halifax acted in the best interests of its staff. It is a commercial decision that the bank is able to make on whether or not to offer an account to a customer, so I can't say it was unreasonable for it to close Mr W's account.

However, the account terms also say that Halifax will give Mr W at least two months' notice of any account closure which it didn't do. I acknowledge that the shorter notice period was unlikely to have had a significant impact on Mr W, as he'd made Halifax aware before the closure date that he was in the process of moving his account to another bank. I also recognise that the bank says it acted fairly by giving Mr W 30 days' notice – given that it could have closed the account immediately due to threatening/abusive behaviour. But, as I have noted above, I don't think the bank made reasonable adjustments to support Mr W's vulnerability or gave him sufficient opportunity to modify his behaviour, such as an explanation of what had been said so that Mr W could understand the impact of his actions on the staff and other customers. Therefore, I don't think it was fair for Halifax to then give Mr W less than two months' notice of the account closure.

Putting things right

Based on everything I've seen I think it's clear that Halifax's handling of Mr W's account closure and the related actions caused him distress. To put things right I think Halifax should pay Mr W £200 compensation.

I invited Mr W and Halifax to give me any more evidence and information they wanted me to

consider before issuing my final decision. Halifax accepted the decision and had nothing further to add. Mr W didn't say whether he accepted or rejected the decision, or had anything to add.

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.

Having done so, as Halifax responded to say it accepted the decision and had nothing further to add, and Mr W didn't respond to the provisional decision, I see no reason to reach a different conclusion. So, this final decision confirms the findings set out in my provisional decision.

My final decision

My final decision is that I uphold this complaint in part. I instruct Bank of Scotland Plc trading as Halifax to pay Mr W £200 compensation for the distress caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 2 May 2025.

Jenny Lomax
Ombudsman