

The complaint

Mr A complains Bank of Scotland plc trading, as Halifax, closed his savings account without notice. Mr A refutes Halifax's allegation he was abusive and/or threatening towards its branch staff when attempting to make a large value transfer. And the actions taken by Halifax's branch staff were grounded on underlying bias or to assert control.

To put things right, Mr A wants the account reopened, compensation for the distress and inconvenience he's suffered, and a formal apology.

What happened

The details of this complaint are well known by both parties, so I won't repeat them again here in detail. Instead, I'll focus on setting out some of the key facts and on giving my reasons for my decision.

In July 2024, Mr A visited his local branch to affect a large transfer to another of his accounts with another bank related to a property purchase.

Mr A says he visited his local branch and was informed that as the manager wasn't in that day they couldn't authorise his transfer, so he should go to another Halifax branch where the payment could be authorised. An account card was ordered from Mr A's local branch that day.

Mr A says he went to another branch and took his bank book, passport, driving license and recent letter/statement from Halifax with him. But the manager there claimed they couldn't authorise the transfer as Mr A didn't have a bank card. Mr A says he explained he had never had a bank card for that account and had never faced any such issues with affecting transfers, deposits, or withdrawals. Mr A says he asked the manager for help to authorise the transfer without a card as the account was old and he hadn't been issued one. But they refused.

Mr A says he told the Halifax staff member he didn't care and that she needed to get on the phone with someone higher up to get it approved. And this frustrated him as to how a manager couldn't approve the transfer. Online transfers aggregating to the amount Mr A wanted transferred were later done between the 15 and 17 July 2024.

On 25 July 2024, Halifax say it sent Mr A a letter notifying him of its intention to close his account on 26 August 2024 following an incident of verbal abuse towards one of its branch colleagues that took place on 13 July 2024. Mr A says he didn't receive this letter before the closure, and it was only after questioning the decision that he was sent correspondence about the closure. Mr A also says that the staff he spoke to at his local branch say he should have been given two months' notice.

Mr A also questions why a letter sent to him by Halifax was unsigned and why he was sent a bank card a few days after the incident, and why he was able to use online banking and his card. Unhappy, Mr A complained. As Halifax didn't uphold Mr A's complaint, he referred it to this service.

Halifax explained that Mr A's account was closed due to him being verbally abusive in one of its branches. And though he hadn't previously been given a warning, his behaviour on the day warranted closure. Halifax also provided its internal policy on abusive and threatening behaviour which says it has zero tolerance for threatening, harassing or disorderly behaviour. And Halifax provided statements from the branch staff, in particular, the colleague who was allegedly abused by Mr A said:

"This customer wanted to do a large transfer approximately £90k out from his Halifax account into another bank. He did not have the correct ID with him. I tried explaining to him, for a large transfer I am required to have 2 forms of ID to verify the customer is who they say they are. 1 form being a valid bank card & pin and the other being a passport/driving licence. He would not allow me to finish off my sentences and was being extremely rude and not to mention patronising. He was adamant I was being difficult and was trying to show off my authority. I tried to assure him this was not the case and asked him to allow me to finish my sentence, but he wasn't having any of it and continued to just shout and swear at me. He was stood above me, shouting down at me, despite repeatedly asking him to calm down and even saying I could explore other ways to see if I could help him, he just continued to shout and swear at me. I do not remember the specific words he used, but he shouted at me in a way that made me feel belittled and I felt intimidated as he was man stood above me shouting. I did not warn him that we may close his account as this would have potentially made him angrier and put me in an even more vulnerable position".

Halifax also said that due to the passage of time it no longer has CCTV footage nor can other colleagues from the branch provide their version of events. Halifax say the transfer could potentially have been authorised with two forms of ID and manager sign-off had Mr A calmly explained what he wanted them to do instead of shouting at the branch member before she was able to do that.

One of our Investigator's looked into Mr A's complaint, and they recommended it wasn't upheld. In summary, the key findings they made were:

- Statements from Mr A and the branch staff are at odds. Where there is conflicting information, they must consider what most likely happened based on the evidence that is available.
- The testimony from the individual staff member who Mr A dealt with is quite detailed and explains they couldn't offer an alternative payment option as he kept talking over them and using inappropriate language.
- They can't be certain of what exactly happened, but based on the testimony of the staff member, they are persuaded the conversation was challenging. That staff member felt Mr A's behaviour was inappropriate and so Halifax had a duty to take the concerns seriously.
- Halifax's internal policy and guidance show it has an overriding responsibility to look after and support its staff, and so it takes a zero-tolerance approach. Halifax's terms and conditions, which Mr A agreed to when opening the account, says it can close an account if a customer behaves improperly towards its staff.
- There isn't any evidence which suggests Halifax and its staff were driven by an underlying bias when closing Mr A's account.
- Halifax isn't required to provide its customers with a warning given its policy on improper behaviour.

Mr A didn't agree with what at our Investigator said. In short, the key points Mr A made in response were:

- Mr A hasn't been given copies of the statements the branch staff have made. Mr A didn't shout at the branch staff. Expressing his concerns and making a point doesn't amount to inappropriate language or him speaking over staff.
- No alternative payment authorisation option was discussed with Mr A, instead he was told there was nothing that could be done without a bank card.
- The burden to prove Mr A used inappropriate language is on Halifax. A fair and objective review of the evidence needs to take place.
- Mr A's parents opened the account when he was a child, so he wasn't personally involved in agreeing to the terms and conditions.
- If Halifax's policy has changed and a card is now required, official documentation should be provided to show when this requirement was implemented.

Our Investigator explained they would check with Halifax if the statements from its staff could be shared with Mr A. Halifax agreed that redacted versions of the statements could be provided as to provide anonymity for its staff members. Halifax also said it was satisfied the interaction with Mr A and the branch staff member was a challenging one which amounted to the behaviour being inappropriate. It also said terms and conditions are periodically updated and such changes are communicated with customers.

In addition to previously made points and comments, Mr A added that he felt there was underlying bias as the Halifax staff member commented on there being a lot of money in his account and this felt inappropriate and/or judgemental. The staff member also commented Mr A was lucky to be able to purchase a property in the current economic climate – Mr A felt his circumstances were being scrutinised and resented. Taken together with the payment being declined, Mr A feels the manager's decision was influenced by personal bias rather than objective policy.

Halifax added that closure letters are typically unsigned and that it stands by its decision to close Mr A's account under its abusive behaviour policy.

After reviewing the branch staff statements, Mr A made the following points:

- Abusive incidents are noted as being uncommon at that branch, so it's not fair or appropriate to paint Mr A with the same brush simply because incidents have occurred there before.
- Mr A was a long-standing customer of Halifax, and he has inversely always received exemplary service from his local branch and not witnessed any incidents of conflict or mistreatment there.
- Despite explaining his circumstances and that he never had a bank card, no other options were discussed with him to affect the transfer.
- As the staff member is unable to quote any specific words Mr A allegedly used, this strongly suggests the accusation is untrue. If Mr A had sworn at the staff member, it's unlikely they would have forgotten or omitted it.

As there was no agreement, this complaint has been passed to me to decide.

What I've decided – and why

I'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do stress however that I've considered everything Mr A and Halifax have said before reaching my decision.

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 have decided not to uphold this complaint. I'll explain why.

Firstly, Halifax accept that a manager could have authorised the transfer at the second branch Mr A visited without him having a bank card. But they couldn't do so due to Mr A's alleged abusive and inappropriate behaviour. In other words, before such an alternative could be presented by Halifax, or by Mr A, his alleged challenging behaviour had prevented this from happening.

This brings me to the crux and pivotal point of this complaint. That is whether Halifax acted fairly and reasonably, and in line with its policy, when closing Mr A's account with less than two months' notice by determining Mr A had acted abusively and threateningly towards its staff.

Both parties feel strongly about their respective positions on this complaint. Mr A is unequivocal that he did not behave in an inappropriate or threatening way – nor did he use inappropriate and/or expletives towards the staff member. Mr A does accept that he was frustrated after being told another branch could help him affect the transfer. I can understand why not being able to carry out a property purchase, which generally comes with deadlines and substantive penalties if missed, could cause frustration.

Halifax on the other hand say the colleague was well trained and experienced, and it has a duty to take their concerns seriously. I've already inserted the branch member's statement above, but the key passage reads:

"He would not allow me to finish off my sentences and was being extremely rude and not to mention patronising. He was adamant I was being difficult and was trying to show off my authority. I tried to assure him this was not the case and asked him to allow me to finish my sentence, but he wasn't having any of it and continued to just shout and swear at me. He was stood above me, shouting down at me, despite repeatedly asking him to calm down and even saying I could explore other ways to see if I could help him, he just continued to shout and swear at me. I do not remember the specific words he used, but he shouted at me in a way that made me feel belittled and I felt intimidated as he was man stood above me shouting"

Mr A argues that as the staff member hasn't detailed the exact swear words, this shows the accusation is untrue. I can't agree with this assessment. There could be a multitude of reasonable reasons why the swear words – if used - haven't been expressly referenced. For example, the colleague didn't want to repeat them and found the reiteration of them offensive, or they wanted to be professional about what had happened and how they

articulated it. Either way, what's apparent here is that I am presented with two contradicting testimonies about whether Mr A's behaviour had deteriorated enough to be construed as either abusive or threatening. I use the word deteriorated as Mr A has said he was frustrated at the time. So, for Halifax's allegation to be held true, that frustration would then have had to deteriorated and manifested into the behaviour the colleague has described.

Equally, Mr A doesn't agree he was abusive or threatening. I'm not placing much weight on the other statements provided from other branch members of staff as they don't appear to be eyewitnesses - and due to the time passed since they were given, no real recollection of the specific event is held. Nor can I conclude without stronger and persuasive evidence that as abusive behaviour was uncommon at that branch, this had any bearing on determining Mr A was abusive and/or threatening. Saying so would be conjecture without any definitive evidence to predicate any such finding on.

There is no CCTV footage or other witness statements therefore to support either parties position. Unfortunately, I wasn't there to witness what happened either. Where evidence is inconclusive or incomplete, I can reach a finding on what I think is most likely to have happened – that is, the balance of probabilities. But in doing so I would need something that made me think either Mr A's account or the branch members account is more plausible or persuasive than the others.

I can't for example say that because the branch staff member was trained, and experienced what they are saying is a truer and accurate reflection of what happened over Mr A. Equally I couldn't draw such an inference due to Mr A being a long-standing customer seemingly with no previous warnings or behavioural issues. So, what I am left with is Mr A's word against that of the branch members.

I'm also able to conclude that I don't have sufficient evidence to make a finding. And I think, given the finely balanced issue I'm faced with, and given the acute lack of evidence, that I am left with no real alternative but to conclude a finding on whether Mr A acted abusively or inappropriately can't be made. That doesn't mean to say either way that it did or didn't happen – simply that I can't determine that based on the evidence available.

Mr A wasn't prevented from making the transfers as it appears he did it online over two or three days in smaller amounts. I also note Mr A was transferring the funds to his external bank account in readiness for onward transfer. I haven't seen any evidence he had any issues with his property transfer and/or faced any penalties. I would strongly have expected Mr A to have said this had that been the case.

I also don't see any basis to direct Halifax to reopen the account given it appears Mr A didn't use it very often. I also haven't seen that Mr A is prevented from holding a savings account with another provider. So even if Halifax had given Mr A two months' notice, I don't see how not having another 30 days or so of access to that account caused Mr A any detriment.

Halifax say its closure letters aren't typically signed by a staff member. I'm not aware of any obligation under which such a letter must be signed. Halifax has also sent me examples of letters it sends to its customers when it updates any relevant terms and conditions. I'm satisfied any such events allow for a customer to review and be aware of their ongoing and updated contractual obligations.

I would note Mr A has said the branch member acted out of an underlying bias which Mr A has described as that of being resentful of his financial position of being able to buy a property and that of being judgemental. I want to make clear I do not doubt how genuinely Mr A feels about this matter and the upset Halifax's actions have caused him. While I appreciate this is Mr A's perspective, I simply haven't seen any evidence which shows

Halifax's agent acted in the way they did due to such a bias. So, I can't uphold this complaint point.

Lastly, as I'm unable to reach a finding of fact on whether Mr A did or didn't act abusively or threateningly, I can see no basis in which to award any compensation for the distress and inconvenience Mr A says he has suffered. Nor can I direct Halifax to send Mr A a letter of apology. Its for these reasons too that I have decided to not uphold this complaint.

I can understand if either party find my decision unsatisfactory. But I have explained why I find my conclusions to be fair and reasonable in all the circumstances of this complaint.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 June 2025.

Ketan Nagla
Ombudsman