

The complaint

Mr T complains that Coutts & Company unfairly blocked and closed his accounts, which led to financial problems and caused him upset.

What happened

The events that took place are well known to both parties and aren't in dispute. So, I'll only describe them here briefly.

Mr T and his wife, Ms H had several accounts with Coutts, which they opened in 2021 and 2022.

I am aware that Ms H has also raised a complaint with our service against Coutts regarding the blocking and closure of her accounts. This matter will be dealt with separately, but for background I have included some information as it is relevant to Mr T's complaint.

In June 2023, certain funds in Ms H's account were frozen by the UK National Crime Agency (NCA). Following this in November 2024, Mr T and Ms H reached a settlement with the NCA in court.

On 5 December 2024, a Consent Order was issued by the High Court which set out that there was no finding of criminal conduct by Mr T and Ms H and any funds returned to them were not recoverable property and not subject to further proceeding under the Proceeds of Crime Act 2022.

On 10 December 2024, the court issued Unfreezing Orders applying to all previously frozen accounts and funds held in both Mr T's name and Ms H's. Coutts received a copy of the order on 11 December 2024.

Coutts complied with the court order and removed blocks from Ms H's accounts. Following this on 3 April 2025, Coutts decided to close Mr T's (and Ms H's accounts). Coutts wrote to Mr T to let him know that all his accounts would be closed on 30 June 2025.

Mr T complained to Coutts. In summary he said he wanted:

- His accounts to remain open.
- An explanation for why Coutts had decided to close his accounts.
- Justification for the closure of his accounts given the court had set out that there was no finding of criminal conduct on the part of Mr T and Ms H.

In response Coutts reviewed its decision to close Mr T's accounts but maintained its position.

Unhappy with this response, Mr T brought his complaint to our service where one of our investigators looked into what had happened.

The investigator accepted that the closure of Mr T's accounts caused him difficulty, but they said Coutts hadn't done anything wrong when it had closed the accounts. And had done so in line with the terms and conditions.

Coutts agreed. Mr T didn't. In summary he said:

- He has been the victim of an orchestrated political persecution by a corrupt overseas government.
- Coutts' actions were unjustified, and the lack of communication compounded the harm caused.

As no agreement could be reached the matter has come 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.

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information or commercially sensitive information. It's then for me to decide whether it's fair to rely on evidence that only one party has seen. It's not a one-sided rule; either party to a complaint can submit evidence in confidence if they wish to, and we'll then decide if it's fair to rely on it. Here, the information is sensitive and on balance I don't believe it should be disclosed. But it's also clearly material to the issue of whether Coutts has treated Mr T fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

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 focused 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. But I have read all Mr T's very detailed submissions. And I thank him for providing the information.

I should also add that our service is an informal alternative to courts. I can't make a finding as to whether the law has been broken, and I don't need to in order to decide this complaint. I also want to make it clear that this service is not the regulator of financial businesses, and we don't police their internal processes or how they operate generally. That includes what it does to ensure it complies with its legal and regulatory obligations.

It's generally for banks and financial businesses to decide whether or not they want to provide, or to continue to provide, account facilities to any particular customer. Unless there's a very good reason to do so, this service won't usually say that a bank or financial business must keep customer or require it to compensate a customer who has had their account closed.

As long as banks and financial businesses reach their decisions fairly, it doesn't breach law or regulations and is in keeping with the terms and conditions of the account, then this service won't usually intervene. They shouldn't decline to continue to provide account services without proper reason, for instance of unfair bias or unlawful discrimination. And they must treat new and existing customers fairly.

Coutts have relied on the terms and conditions when closing Mr T's accounts. I've reviewed the terms, and they explain that Coutts can close an account for any reason by giving notice of 30 days (for Mr T's reserve account) and 60 days for his other accounts. Here Coutts gave Mr T 90 days' notice, so I'm satisfied that it has complied with this part.

I've then gone on to consider whether Coutts's reasons for closing Mr T's accounts was fair. In doing so, I appreciate that Coutts are entitled to set their own policies and part of that will form their risk criteria. It is not in my remit to say what policies or risk appetite Coutts should have in place. I can, however, while considering the circumstances of individual complaints, decide whether I think customers have been treated fairly.

Coutts has provided some further details of its decision-making process, I'm sorry but I can't share this information with Mr T due to its commercial sensitivity. But I've seen nothing to suggest Coutts's decision about closing Mr T's accounts was unfair. So, it wouldn't be appropriate for me to ask Coutts to pay Mr T compensation or ask the bank to reopen his accounts, since I don't find Coutts did anything wrong when it closed Mr T's accounts.

I understand of course why Mr T wants to know the exact reasons behind Coutts's decision to close his account. It can't be pleasant being told you are no longer wanted as a customer. And I acknowledge that Mr T has offered to be subjected to additional enhanced account scrutiny and to operate his accounts in a way that would minimise any concerns Coutts may have about continuing to have Mr T as a customer. But Coutts doesn't disclose to its customers what triggers a review of their accounts. And it's under no obligation to tell Mr T the reasons why it closed his accounts as much he'd like to know. So, I can't say it's done anything wrong by not giving Mr T this information. And it wouldn't be appropriate for me to require it to do so now.

In summary, I recognise how strongly Mr T feels about his complaint, so I realise he will be disappointed by my decision. But overall, based on the evidence I've seen I won't be telling Coutts to do anything more to resolve Mr T's complaint.

My final decision

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 February 2026.

Sharon Kerrison
Ombudsman