

## **The complaint**

Mr W complains Wealthify Limited unfairly blocked and closed his account causing significant distress. Mr W is also unhappy that he had a CIFAS marker registered against him

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them in full here. Instead, I'll focus on the key facts and explain the reasons for my decision.

Wealthify reviewed Mr W's account and subsequently made the decision to close it in June 2024. They transferred the money left in the account to Mr W's nominated account, and registered a CIFAS marker against him. Shortly afterwards, the CIFAS marker was removed.

Our investigator reviewed the complaint but didn't ask Wealthify to take any action. She said Wealthify's actions in closing the account were in line with their legal and regulatory obligations, and the CIFAS marker was removed shortly after it was added.

Mr W feels the distress and inconvenience he faced should be considered. As an agreement couldn't be reached, the case has been passed 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

- Our rules allow us to receive evidence in confidence. We may treat evidence from banks as confidential for a number of reasons – for example, if it contains information about other customers. Security information or commercially sensitive information. Some of the information Wealthify has provided is information that I considered should be kept confidential.
- Wealthify has a wide range of legal and regulatory obligations they must meet when providing account services to their customers. These obligations are ongoing and therefore apply to existing and new customers; and don't just apply at account opening stage.
- Wealthify are entitled to close an account with a customer, just as a customer may close an account with them. But it must do so in a way which complies with the terms and conditions of the account. I'm satisfied Wealthify have done that here.
- I appreciate Mr W thinks Wealthify should have given notice or an explanation as to why they decided to close his account. But Wealthify is under no obligation to do this. They can choose who they provide banking services to, just like Mr W gets to choose who he wants to bank with.
- Wealthify was under a duty to place a marker against Mr W's account if appropriate.

We generally take the view that a bank needs to show that there are grounds for more than mere suspicion or concern before placing a CIFAS marker. Based on the evidence I've received and reviewed, I'm satisfied Wealthify was justified in recording the CIFAS marker at the time they did.

- I note Wealthify has since removed the marker, and I understand why Mr W now feels he is due compensation for the distress caused during the time the marker was filed. However, based on the full circumstances of this complaint and given what I've said above, I do not consider any compensation is warranted.

### **My final decision**

For the reasons stated above, I do not uphold this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 13 April 2026.

Hayley West  
**Ombudsman**