

The complaint

P complains that after closing its account, ClearBank Limited (Tide) did not release all of the funds that were within the account back to it.

What happened

P held a business current account with Tide. Following an internal review, Tide wrote to P on 21 October 2024 explaining that it had decided to close its account and explained that it would send the remaining balance within the account back to it within seven days. Tide asked for some documentation in order to begin this process.

Following receipt of this documentation Tide refunded a portion of the funds that were within the account to P. Unhappy with this, believing it was still entitled to a further refund, P complained to Tide and then ultimately referred its complaint to our service. One of our Investigator's looked into it, and they recommended it wasn't upheld. In summary, they said Tide were entitled to close P's account and that it wasn't entitled to any further funds.

P disagreed. It's said that it is not disputing Tide's decision to close its account but feels it is still due a further refund from Tide.

P asked for a decision, so its complaint has now been passed to me for a decision.

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

Tide has strict legal and regulatory requirements it must meet whilst it provides accounts for its customers. Part of these require Tide to monitor its customers' accounts, and this sometimes means it may carry out a review, the result of which might mean an account is closed or that it shouldn't return all or some funds back to a customer

Given the matter of the return of funds to P resulted from the closure of the account, I have found it appropriate to consider whether the closure was fair. Before Tide closes an account, it must do so in a way, which complies with the terms and conditions of the account. The terms and conditions of the account, which Tide and P had to comply with, say that it could close the account by giving P at least 60 days notice. And in certain circumstances it can close an account immediately.

Regarding both the decision to close the account and to not return further funds P thinks it is entitled to, Tide has provided details of its decision making process, that I am accepting in confidence - which is a power afforded to me under DISP 3.5.9R(2) of the Dispute Resolution Rules. I'm sorry but I can't share this information with P due to its commercial sensitivity. A description of this information is that it relates to account use and Tide's procedures. On balance when considering Tide's wider regulatory responsibilities and all the

information available to me, I find it had a legitimate basis for closing P's account without notice and not telling it why. I also find that it had a legitimate basis for not returning further funds to P.

So, I don't find Tide treated P unfairly and I don't require them to refund any further funds to P.

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 P to accept or reject my decision before 24 February 2026.

Mark Louth
Ombudsman