

## The complaint

Mr G complains that Bank of London and The Middle East plc trading as Nomo Bank (Nomo) treated him unfairly when it blocked and closed his account.

## What happened

The detailed background of this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr G had a multi-currency account with Nomo.

On 26th September 2025, to comply with its legal and regulatory obligations and ongoing efforts to protect and safeguard customer accounts, Nomo reached out to Mr G via email informing him that it detected a login attempt from Russia.

Nomo asked Mr G for an explanation for accessing his account from Russia and told Mr G that failure to respond may lead to temporary account restrictions or full account closure.

Mr G responded on the same day, he explained the login from Russia happened during a short personal trip with his Russian fiancée for a family visit. He confirmed he doesn't live in Russia and his main residence, and work are between Dubai and Europe. He told Nomo that he has no business, clients, income, contracts, or assets in Russia and no dealings with sanctioned parties. The transactions around that time were only routine personal expenses, with no payments to Russian banks or sanction-sensitive activity. The login was from his usual mobile device.

Following this on 27th September 2025, Nomo blocked Mr G's accounts and debit card. On 30th September 2025, Nomo wrote to Mr G to let him know that it had decided to close his accounts with effect from 30 October 2025.

Mr G complained. He said Nomo's actions were disproportionate and lacked transparency. To put things right he said he wanted his account reopened, an apology and explanation why Nomo closed his account.

In response, Nomo said it hadn't done anything wrong. It said it had blocked and closed Mr G's account in line with the terms and conditions of his account.

Mr G remained unhappy and brought his complaint to our service where one of our investigator's looked into what had happened. After looking at everything, the investigator didn't uphold the complaint.

Mr G disagreed so the complaint has come to me to review.

## 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'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 want to assure Mr G that I have read all his submissions.

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

- Nomo has extensive legal and regulatory responsibilities they must meet when providing account services to its customers. They can broadly be summarised as a responsibility to protect people from financial harm, and to prevent and detect financial crime. If Nomo has concerns about how an account is being used, then it's right that they restrict, or even close the account. The terms of Mr G's account make provision for this.
- I'll deal first with Nomo's decision to review Mr G's account. As the investigator has already explained, Nomo has a wide variety of legal and regulatory obligations it must follow when providing accounts to its customers. Nomo is also expected to take measures to comply with current sanctions. These obligations are ongoing and are not only relevant when an account is opened. It appears Mr G is aware of these obligations and accepts this position.
- Sanctions can be very broad and relate to countries, individuals, trade and transactions. Sanctions are just one of the many things Nomo must take into account to ensure it's doing what it should to comply with its legal and regulatory obligations. So, having a sanctions policy or other policies to mitigate against potential risks isn't by itself wrong. This applies to both new and existing customers regardless of how many years a customer may have held an account with Nomo.
- Nomo asked Mr G to provide information about why he'd logged in from Russia which is currently a sanctioned country. I appreciate that Mr G felt the information that Nomo requested was disproportionate especially as he was simply visiting family and has no other links to Russia. But the information Nomo was asking Mr G to provide is fairly standard information that banks, and other financial businesses, are required to have in order to adhere to ensure they are not breaching any sanctions and to ensure they are adhering to their obligations. It's not in my remit to determine what questions Nomo should ask its customers to ensure it adheres to these responsibilities.
- Given the obligations Nomo must follow, and looking at all the circumstances of this complaint, whilst I appreciate not having access to his account caused Mr G inconvenience, I'm satisfied that it was reasonable and proportionate for Nomo to block and review Mr G's account. The terms and conditions of the account also make provision for Nomo to review an account.
- Mr G says Nomo closed his account unfairly - he's said he isn't a sanctioned individual and wants Nomo to explain why it no longer wants him as a customer. Mr

G also wants Nomo to reopen his accounts and pay him compensation for the trouble and upset he has been caused by Nomo closing his account.

- Nomo's decision to close Mr G's account was made shortly after it reviewed his account. As a general rule Nomo isn't obliged to continue offering an account to a customer if it doesn't want to, this is a commercial decision and not something this service can get involved with, as this would impinge on their freedom to decide who they want as a customer. That being said it wouldn't be fair or reasonable for Nomo to suspend or close Mr G's account outside the terms and conditions of the account or without valid reason – which includes mitigating any potential risk to Nomo and to its customers.
- I accept that Mr G isn't subject to any sanctions. But Nomo hasn't argued that Mr G is a designated person. It also accepts Mr G's explanation that he was visiting Russia and logged onto his bank account whilst in the country. Nomo took the view that Mr G may facilitate transactions through his Nomo account that go against international sanctions, which could lead to Nomo facing serious penalties. Nomo wasn't prepared to accept this risk that this may be breach of sanctions. The question I need to consider is whether it's reasonable for Nomo to think this – and if there's a legitimate concern. Having reviewed all the evidence shared with me by Nomo I'm satisfied there was.
- Nomo has its own risk policy it can to some extent exercise its own judgement and make its own reasonable assessment about the risks involved in having Mr G as a customer, given the wide range of possible breaches of laws or regulations across many different jurisdictions, that does not seem unreasonable. I've considered all of the evidence and having done so I think it was reasonable for Nomo to take the view that continuing to provide Mr G account services might constitute a breach – even if there was a plausible legal argument that it might not. And that he was therefore outside Nomo's risk appetite.
- The terms and conditions allow Nomo to close an account if it gives a customer two months' notice. In some cases, Nomo could close an account immediately. Nomo wrote to Mr G on 30 September 2025 and gave him one month's notice that it intended to close his account. Having reviewed everything, I've seen nothing to suggest Nomo's decision around closing Mr G's account was unfair. On balance when considering Nomo's wider regulatory responsibilities and all the information available to me, I find Nomo had a legitimate basis for closing Mr G's account. So, it would not be appropriate for me to ask Nomo to pay Mr G compensation since I don't find Nomo acted inappropriately. And I won't be asking Nomo to reopen his account.

In summary, I'm sorry to disappoint Mr G. But Nomo is allowed to make commercial decisions about how it meets its relevant obligations, so I can't reasonably question how it undertakes its reviews or challenge the information it says it needs to meet its legal and regulatory obligations. Our service would only make a recommendation on these areas if we felt the business had treated a customer unfairly. Based on all the evidence and circumstances of this complaint, I'm not persuaded that's the case here. So, I won't be asking Nomo to do anything more to resolve Mr G'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 G to accept or

reject my decision before 25 May 2026.

Sharon Kerrison  
**Ombudsman**