

complaint

Ms O's complaint concerns her current account with the Co-operative Bank p.l.c. – she is unhappy about charges she's incurred, incorrect information she received, aggressive and rude behaviour from members of staff and the closure of the account.

background

Ms O had a current account with Co-op Bank. The account incurred repeated charges as Ms O's account didn't always have enough money to pay her direct debits. Ms O attended a branch of the bank on a number of occasions. She says she was given incorrect information about her direct debits and was abused. On 21 July 2014 the Co-op Bank wrote to Ms O telling her it would close her current account in 30 days. Ms O, however, found out her account was to be closed following a phone call.

Our adjudicator recommended the complaint be upheld in part. In her view – issued in two parts – she said:

- the evidence didn't support Ms O's claim she was verbally attacked or given incorrect information; and
- Ms O should have been given two months' notice before her account was closed.

She recommended Ms O receive £200 for the inconvenience of having her account closed without being given the required notice.

The bank didn't agree with the reasons for the adjudicator's recommendation for a payment but accepted her view.

Ms O didn't accept the adjudicator's view. In summary she says:

- she maintains she was given incorrect information, humiliated, demeaned and embarrassed; and
- she suffered the stress of being uncertain she would be able to find another bank account.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I am sorry Ms O has been upset by what has happened. I can understand it was shocking to hear her account was going to be closed. But – just as a customer can close an account with a bank – a bank can close a customer's account.

A bank's power to close an account is set out in the terms and conditions of the account. In this case they say two months' notice to close the account needs to be given unless there are serious circumstances. When considering what constituted serious circumstances, the adjudicator didn't think unpaid direct debits amounted to serious circumstances. The clause referring to closing an account does give examples of serious circumstances and this includes repeatedly breaking the agreement. Ms O did repeatedly break the agreement by not keeping enough money in her account to meet her direct debits. But I think reading the whole clause – including the reference to fraud – Ms O could reasonably have expected she would receive two months' notice. I therefore think it would be reasonable for the bank to pay Ms O the compensation recommended by the adjudicator.

Ms O was unhappy with the bank before it closed her account. She says she encountered rude and aggressive behaviour and was given incorrect advice which led to charges on more than one occasion. I have looked carefully at what Ms O has said and the evidence provided by the bank. I think it is most likely Ms O wasn't given incorrect advice. For example, Ms O says she was told all the direct debits on her account were cleared but this wasn't true. I don't think it likely a branch employee would tell her this was the case as the employee wouldn't be able to tell if there were any more direct debits due to come out that month as direct debits are set up not by the bank but by the third party. I appreciate Ms O believes the employees were seeking to humiliate her but looking at the notes it seems they were trying to help her. So whilst I am sorry Ms O felt humiliated I can't agree – based on the evidence I've seen – the bank employees acted incorrectly.

Ms O's debit card was retained by the bank prior to the account closure date. In its letter of 21 July the bank told Ms O the card would be cancelled on 4 August. I appreciate Ms O didn't receive this letter until later but I don't think it would be fair to hold the bank responsible for this.

my final decision

My decision is that I uphold this complaint in part. I order the Co-operative Bank p.l.c. to pay Ms O £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 13 November 2015.

Nicola Wood
ombudsman