Financial Ombudsman Service

complaint

Mrs C says Paragon Bank PLC stopped her making withdrawals even though her account was open and funded. She suffered losses of £70 as a result.

our initial conclusions

Our adjudicator didn't recommend this complaint should be upheld. He said the bank had made no error. It restricted Mrs C's access as payments into the account weren't in the name of the named accountholder. It tried to contact Mrs C to discuss this. And whilst he agreed there may've been some inconvenience for Mrs C, Paragon was following its standard process for such situations so he didn't agree it should pay Mrs C any compensation.

Mrs C disagreed, she said the bank's actions breached the account's terms.

my final decision

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've reached the same conclusion as the adjudicator and for the same reasons.

I'm satisfied Paragon acted reasonably and hasn't breached the terms of the account. These state that the nominated account must be in the same name as the accountholder and here it noticed payments in from a different name. It was reasonable to then restrict the account whilst it got proof of ownership of the nominated account. It called Mrs C promptly, leaving a voicemail, to try to do this. We wouldn't expect the bank to leave specific details of the issue on a voicemail. I know this will be disappointing and frustrating for Mrs C, but there's no evidence the bank has acted incorrectly so I can't fairly order it to cover her claimed losses.

My final decision is I don't uphold this complaint

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The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs C either to accept or reject my decision before **15 February 2016.**

Rebecca Connelley

ombudsman at the Financial Ombudsman Service what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.