

## **complaint**

Mr M complains about Bank of Scotland plc ("Bank of Scotland") for its handling of a request to withdraw funds. He says that Bank of Scotland's refusal to release funds on the agreed day caused him to lose two days' pay and the opportunity of a good deal on a vehicle purchase. He wants compensation for his losses.

## **background**

Mr M is self employed.

In May 2018, Mr M arranged a business loan with a third party, to release approximately £19,000 into his business account.

On the day the funds were received, Mr M called Bank of Scotland to ask if he would be able to withdraw £8000 in branch that day in order to complete a vehicle purchase. Mr M was told that he would need to attend a particular branch and would need to take additional identification, but that he would be able to withdraw funds.

Mr M had paid a non refundable deposit for the vehicle with an agreed delivery of that day. He needed the funds to complete the purchase and take delivery of the vehicle.

He attended the branch as agreed, but staff in the branch asked Mr M additional security questions about the source of the funds into his account.

They then informed him that he would not be able to withdraw funds that day, as a hold had been put on his account. He was told he would be able to withdraw the funds the following day.

Mr M spent approximately an hour in branch, and made calls the Bank of Scotland complaints team.

Whilst in branch he attempted to transfer funds from his business account online and was unable to transfer the amount.

Mr M was not able to proceed with his vehicle purchase that day and says that he lost the opportunity of his purchase and lost his non refundable deposit.

He was then able to withdraw the cash the following day.

Mr M made a complaint to Bank of Scotland who sent him their final response at the end of May 2018.

This response apologised for Mr M's experience and explained that due to the amount of the deposit additional security checks had to be undertaken. It acknowledged that Mr M was given inconsistent information by being told that he could withdraw the funds and then being disappointed when he attended the branch.

Bank of Scotland offered Mr M £75 compensation for his inconvenience.

Mr M was not happy with that response and he contacted us.

One of our investigators has looked into this matter and set out his view to the parties. This was that the business is entitled to carry out security checks on information and that we wouldn't normally consider the impact of delays for security checks as unfair. The investigator thought that the offer of £75 was appropriate to the inconvenience Mr M was caused by having to wait in branch and for his disappointment.

Mr M was not satisfied with that view and asked for an ombudsman decision.

### **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 have listened to the call recordings between Mr M's calls and the business on the day he attended the branch, and I appreciate his frustration. I agree that he was put to inconvenience by being told he could withdraw the funds and then being disappointed that he was not able to withdraw funds until the next day, pending additional security checks being carried out.

Mr M has commented that he said he was advised in branch that where large amounts were received the bank wanted to ensure that the funds cleared before allowing a withdrawal. He feels that this was based on his not wearing a suit, which he felt was discriminatory.

The business has not stated its particular security concern but acknowledged that where large funds are received additional checks on the source of the funds are required. It reiterated that the bank is responsible for safeguarding accounts and funds.

This is a reasonable position and I do not criticise Bank of Scotland for undertaking relevant security, especially when the deposit and attempted withdrawal were large. I have not seen any evidence of this decision being influenced by Mr M not wearing a suit and do not think it likely that this was a consideration.

Mr M was, however, misadvised that he would be able to withdraw the funds immediately, and this caused him inconvenience. Mr M has not been able to provide evidence of his lost deposit, or of the agreement for the vehicle purchase and so I am not able to consider his financial losses, or the impact of this lost opportunity on an award for his distress and inconvenience.

I appreciate though that Mr M has been caused inconvenience in attending the branch and in making lengthy calls. I think that the offer of £75 is fair to reflect this inconvenience.

Whilst I understand that Mr M will be disappointed by this, I think Bank of Scotland has acted reasonably in resolving this matter. I therefore do not uphold Mr M's complaint and do not ask the business to do anything further.

### **my final decision**

For the reasons set out above I do not uphold Mr M's complaint and do not ask Bank of Scotland Plc to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 March 2019.

**Laura Garvin-Smith**  
ombudsman