

## **The complaint**

Mr M is unhappy Bank of Scotland plc trading as Halifax ("Halifax") closed his account without notice leaving him in a position where he couldn't pay his bills. He is also unhappy with the service Halifax provided – specifically during phone calls he had with it.

## **What happened**

Mr M held an account with Halifax. Mr M's account was in unarranged overdraft and on 30 December Halifax sent Mr M notice by text message and letter that it was going to close his account in two months' time.

Mr M complained to Halifax about this. Halifax didn't uphold Mr M's complaint. It says following review of his account a decision was made to close his account and that as it provided him with the two months' notice required no error had been made.

Mr M was unhappy with this so brought his complaint to this service.

One of our adjudicators looked into Mr M's concerns and reached the conclusion that Halifax was entitled to close Mr M's accounts in line with the terms and conditions of the account and hadn't treated Mr M unfairly when deciding to close his accounts or during the calls Mr M had with Halifax regarding this.

Mr M disagreed and has asked for an ombudsman's 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.

Firstly, to be clear my decision only relates to the current account Mr M held with Halifax.

My role is to look at the problems Mr M has experienced and see if Halifax has done anything wrong. If it has, I would seek – if possible - to put Mr M back in the position he would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

As has already been explained by our adjudicator as a general rule Halifax isn't obliged to continue offering an account to a customer if it doesn't want to – providing banking facilities and to who is a commercial decision and not something for me to get involved with.

That being said it wouldn't be fair for Halifax to close Mr M's account outside the terms and conditions of the account or without reasonable notice.

The terms and conditions of the account say that Halifax is able to close an account provided it gives two months' notice.

I can see that Halifax gave the required notice on 30 December by text message and letter explaining that his accounts would be closed in two months time. So I'm satisfied Halifax was entitled to close Mr M's account in line with the terms and conditions and that no error or mistake has been made.

I accept that Mr M has told us that he didn't receive the text or letter from Halifax and that is unfortunate. But I can see from Halifax's internal screen shots that the number and the address Halifax used are the ones Mr M had supplied and that the text was marked as delivered. And as I haven't been given any reason why Mr M might not have received either of these communications – I can't say Halifax is at fault for Mr M not receiving notice of his account closure or that it treated Mr M unfairly.

I appreciate that this has caused some distress to Mr M as finding a new account to host his funds will be an inconvenience and Mr M would like to know why Halifax made the decision to close his account. But Halifax aren't obliged to keep offering banking facilities or provide a reason for the commercial decisions it takes, just as Mr M wouldn't be expected to say why he chose a particular business to bank with.

But that said I'm satisfied from what I've seen that Halifax's decision to close Mr M's account wasn't unreasonable - Mr M wasn't managing his account as well as it expected and it felt this was a potential risk to its business. And in Mr M's case Halifax has provided him with the requisite notice of the account closure. So, I don't think it has done anything wrong or treated Mr M unfairly and it follows that I do not uphold Mr M's complaint.

Mr M is also unhappy at the service he received from Halifax regarding this – in particular over the phone. But from the phone calls I've listened to I can't say Halifax has done anything wrong. The advisers have been patient and tried to provide all the answers to Mr M's questions. He might not have liked what he heard but that doesn't mean Halifax has treated him unfairly.

So it follows that I do not uphold Mr M's complaint.

### **My final decision**

For the reasons I've explained I've decided not to uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 December 2023.

Caroline Davies  
**Ombudsman**