

The complaint

Mr O complains, as the sole director of A Ltd, that The Access Bank UK Limited restricted access to A's account and closed it with immediate effect. A would like compensation for the impact caused.

What happened

A had an account with Access Bank.

On 13 September 2021 Mr O contacted Access Bank to discuss a transaction of 150,000 dollars which entered A's account. On 14 September 2021 Mr O asked to transfer 100,000 dollars to another account.

On the same day Access Bank asked Mr O A's role in receiving the funds and sending 100,000 dollars on. Mr O explained that A acts as a procurement and supply consultant and they were asked to source a supplier for a company I'll call E. A were also asked whether they could help E in sourcing investment funds – which A successfully found. And led to the funds being transferred into their account – and A asking to move them on to pass to E.

Mr O provided several documents to Access Bank, including a copy of the contract between A and E, and an investment agreement.

On 15 September 2021 Access Bank restricted A's account. And on 15 October 2021 they sent a letter to Mr O informing him that A's account had been closed with immediate effect.

Mr O complained, but A thought they'd acted fairly in restricting and closing A's account.

One of our investigators looked into A's complaint, but didn't think Access Bank needed to do anything further.

Mr O didn't agree, in summary he said:

- Access Bank's actions caused him severe distress
- He informed them two weeks' prior to the block about the new contract
- The review should have been completed within seven days
- He agrees they can close A's facilities but should have given a notice period

As Mr O didn't agree it's been passed to me to decide.

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 focussed 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. I do stress however that I've considered everything that Mr O and Access Bank have said before reaching my decision.

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from banks as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information Access Bank has provided is information that we considered should be kept confidential.

Access Bank are strictly regulated and must take certain actions in order to meet their legal and regulatory obligations. They're also required to carry out ongoing monitoring of new and existing relationships. That sometimes means they need to restrict customers' accounts – either in full or partially while they carry out their review. Having looked at what's happened I appreciate why Mr O may have found this inconvenient, but Access Bank must ensure they keep their due diligence checks updated at all times. It is however important that these reviews are completely in a timely manner. Mr O argues that reviews should be actioned in seven days. I realise this will disappoint Mr O, but having reviewed all the evidence I can't say the length of time Access Bank took to complete the review was unfair. I'm satisfied they completed the review as quickly as I'd expect.

At times, following a review, banks sometimes choose to end their relationship with customers. This can be due to a number of reasons and a bank isn't obliged to give a reason to the customer. Just the same as if A decided to stop banking with Access Bank, it wouldn't have to explain why. I've thought about whether or not Access Bank have followed the terms and conditions of the account when closing it with immediate effect. I realise this will frustrate Mr O, but from the evidence I've seen I'm satisfied Access Bank acted fairly in not providing notice to A.

I understand that this will disappoint Mr O, and I appreciate A experienced inconvenience, however as I haven't concluded that Access Bank acted unfairly in blocking or closing A's account I can't consider any impact caused to A.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask A to accept or reject my decision before 25 December 2023.

Jeff Burch
Ombudsman