

The complaint

Mrs S complains Lloyds Bank PLC treated her unfairly during an interaction at a branch and when it decided to close her account.

What happened

Mrs S visited a Lloyds branch where she says she was spoken to aggressively by the manager, after asking was anyone serving. She says the manager shouted a tirade of abuse at her, culminating in her later raising a complaint about what happened.

Lloyds wrote to Mrs S, to say that following an incident of verbal abuse against a member of staff, it had decided to close her account with 30 days' notice. It also issued its final response, saying recollection of its staff didn't support the allegations that had been made, so it wasn't upholding the complaint. It added staff were there to help customers and not put up with abusive or threatening behaviour. Having reviewed Mrs S's conduct, it believed she'd behaved inappropriately and that's why it had decided to close the accounts.

Mrs S referred her complaint to us. She said, she'd been on the receiving end of abuse from Lloyds and the letters sent to her were threatening. One of investigators looked into what had happened but she didn't think Lloyds needed to do more. She noted that the recollection of the parties differed so there was difficulty determining exactly what was true. But in any event, from reviewing some calls, it was clear the banking relationship had irretrievably broken down. In the circumstances, she considered the 30 days' notice Lloyd had given was fair, as it was line with industry regulation.

Mrs S didn't agree, and so her complaint was put forward for 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.

Lloyds's terms and conditions, which Mrs S would've accepted when she first used its service, say it may close an account with no notice if it reasonably considers the account holder is behaving improperly. And it says that's, for example, in a threatening or abusive way.

I recognise Mrs S disputes what happened and blames a staff member for causing the situation to develop. I have reviewed the system notes and phone calls Mrs S has had with the bank over a period of time, including following the incident at the branch. Some of the language used and the overall tone is aggressive. Given this, I think the interaction at the branch is most likely to have been in a similar vein. I can see how the situation might have escalated and I'm not persuaded that was down to the actions of the manager.

Lloyds considered Mrs S's behaviour unacceptable. As a result, it exercised its commercial judgment and decided to end its banking relationship as it's entitled to do. Although in this case it did give 30 days' notice rather than doing so immediately, to give Mrs S time to make

alternative arrangements. This seems entirely fair.

I've gone onto review the letters Lloyds sent. They set out what's happening and why. I haven't seen anything in them that's threatening.

As the investigator explained, the relationship has broken down. Sometimes, with our involvement it's possible for the parties to reconcile but given the overall history, I don't think that's practical. Therefore, I don't require Lloyds to do anything more.

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 Mrs S to accept or reject my decision before 10 April 2024.

Sarita Taylor
Ombudsman