

## **The complaint**

Miss F complains that National Westminster Bank Plc closed her account without giving her a reason. She would like to know the reason, the account to be reinstated and an apology.

I am aware Miss F has complaints with our service regarding her business accounts and these will be dealt with separately.

## **What happened**

The detailed background of this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In summary, Miss F had three personal accounts with NatWest, a current account a savings account and an ISA account. NatWest issued Miss F with a notice to close the accounts giving 60 days on 16 November 2022. The accounts closed on 24 January 2023.

NatWest said they were entitled to close the accounts in line with their terms and conditions.

Miss F complained to our service. One of the investigators looked into the case. She thought NatWest hadn't provided enough information to decide that NatWest had acted fairly when closing the accounts. She awarded Miss F £100 compensation.

Miss F disagreed with the first view. NatWest agreed.

Miss F appointed a legal representative. Miss F wanted to know the reason for the closure and the account reinstated. She didn't think the compensation was enough. She provided further information on the impact including medical reports.

Following the view NatWest provided our service with further information in confidence. Our investigator issued a second view. She said that following receipt of further information from NatWest she was able to conclude that they had acted fairly in closing Miss F's account, and she wouldn't be awarding compensation.

Miss F through her legal representative disagreed with the view. They said Miss F should have been provided with a reason for the closure if the reason wasn't a financial crime reason and that NatWest hadn't complied with their own terms and conditions by not providing a reason. They referred to recent high-profile closures of NatWest group account holders and the report that was commissioned and issued by NatWest on this. Miss F's representative thought NatWest had breached Principle 6 and 7 of the FCA principles. They also said they had requested a Subject access request (DSAR) from NatWest, and this hadn't provided any further information regarding the reason for the closure.

As there was no agreement the matter has come 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 Miss F, her representative and NatWest 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 NatWest has provided is information that we considered should be kept confidential, so I won't be sharing that.

UK legislation places extensive obligations on regulated financial businesses. Financial businesses, like NatWest, are subject to a number of legal and regulatory requirements. These mean they have to monitor their customers' accounts and may need to review an account at any time.

Following a review of Miss F's accounts on 16 November 2022 NatWest sent Miss F a notice to close her personal accounts giving her 60 days. Her accounts would close on 24 January 2023.

I've next looked at NatWest's decision to close Miss F's accounts. Banks are entitled to end their business relationship with a customer, as long as it's done fairly and is in line with the terms and conditions of the account. The terms and conditions of Miss F's accounts say that NatWest can close an account in certain circumstances immediately and with notice. NatWest wrote to Miss F and gave her 60 days' notice that it intended to close her accounts.

NatWest originally didn't provide this service with the information we needed to be satisfied that it had acted fairly in deciding to close Miss F's accounts. But following the first view NatWest provided this service with information in confidence. I have reviewed this information and I'm satisfied that NatWest have acted fairly when they decided to close Miss F's accounts. It follows I don't think she is entitled to compensation.

Miss F's legal representatives have said that they are mainly concerned with the reason why NatWest closed Miss F's account. They have suggested that by not giving a reason NatWest have breached their own terms and conditions. I accept that this is their perspective, but NatWest don't have to provide a reason to close the account and in the circumstances of this case I'm satisfied that they acted fairly in not providing a reason.

Miss F's legal representatives have also said that NatWest have breached Principle 6 and 7 of the FCA principles. Namely to treat a customer fairly under principle 6 and to communicate information clearly, fairly and in a way that isn't misleading which is principle 7. They say this is because NatWest haven't provided Miss F with the reason for the closure of her personal accounts.

Firstly, I would like to say I have read and am familiar with the FCA principles, I have read the submissions made by the legal representatives and the bank's policy. Having done so I am satisfied that NatWest acted fairly when they closed Miss F's personal accounts giving her 60 days' notice, so I don't think it has breached Principle 6. And I'm satisfied NatWest

haven't breached Principle 7 by not providing Miss F with the reasons for the closure of her accounts.

Miss F's representatives have said that the information received from NatWest following their DSAR request is redacted and doesn't provide the reasons why Miss F's personal accounts were closed. The role of our service isn't to decide whether or not a business has breached data protection laws – that's the role of the Information Commissioner's Office (ICO). But I can look at whether a business has treated the consumer fairly and reasonably when applying those regulations in their course of business. If Miss F or her legal representatives have concerns over whether or not NatWest has fully complied with the General Data Protection Regulation (GDPR) they can raise these directly with the ICO.

I know Miss F wanted to have her legal expenses covered. We provide an informal dispute resolution service. Customers don't need representation to make a complaint or bring their complaint to us. Miss F has asked us to consider reimbursing her solicitor costs. I appreciate this was a frustrating time for Miss F and I understand why she decided to seek legal advice. But I've not seen any evidence that NatWest directed her to do so, or it was something she needed to do in the circumstances. Miss F had other options available to her including complaining directly to NatWest and bringing her complaint to our service. However, I believe it was Miss F's choice to engage a solicitor it follows that it wouldn't be fair to have those costs repaid.

In summary I accept that it came as a shock to Miss F that her personal accounts were closed, and I know she has been a customer of the bank for many years. I know having her accounts closed caused her a lot of distress and I thank her for the medical information she has provided to us. I have looked at all the information provided by both parties and having done so I am satisfied NatWest acted fairly when they closed Miss F's accounts giving her 60 days' notice. I also don't think NatWest have breached their terms or policies by not providing Miss F with a reason for the closure. It follows I won't be asking them to do anything further.

### **My final decision**

For the reasons stated above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 21 March 2024.

Esperanza Fuentes  
**Ombudsman**