

## **The complaint**

Mr M complains that Lloyds Bank PLC unfairly decided to close his accounts. He's also unhappy that the closure process was delayed.

## **What happened**

In November 2023, as part of dealing with an ongoing complaint, Lloyds told Mr M that it would be closing all his accounts immediately. Lloyds pointed to its terms and conditions and explained it was entitled to take this step because Mr M had sent the bank abusive emails. In response to other complaint points, Lloyds concluded that it hadn't provided a poor level of service to Mr M.

Following the bank's decision, Mr M says Lloyds delayed the closure of his accounts despite saying it would action this immediately. Mr M says he suffers from anxiety and depression and that the bank's actions made this worse. He also says it was stressful making alternative banking arrangements and that his accounts being closed caused him problems when applying for a credit card and mortgage. Mr M adds that a payment that he was due to make had also been delayed.

Mr M says he had to chase Lloyds multiple times to find out why some of his accounts hadn't closed immediately, so he had to hold off on spending money he was in possession of.

To resolve his complaint, Mr M wants Lloyds to reinstate his accounts.

Our investigator concluded that Lloyds' decision to close Mr M's accounts was fair. The investigator acknowledged that there were indeed delays on the bank's part, but concluded that this was of no detriment to Mr M.

Mr M doesn't agree – he's of the opinion that he didn't send Lloyds abusive emails, so the bank's decision to close his accounts because of this is unreasonable. Mr M adds that the delays Lloyds caused was unfair and that this caused him physical and mental harm.

Because Mr M doesn't agree, the complaint has 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.

To start, I'll briefly comment on a recent submission Mr M made. He points to email correspondence from Lloyds being sent to an email address of his – but one that is different to that which Lloyds has on its records. Mr M claims Lloyds has committed a data breach because of this. This particular complaint doesn't seem to have been considered by Lloyds yet, so Mr M will have to raise this with the bank in the first instance. So I won't be reaching a finding on this issue in my decision. Moreover, some of Mr M's submissions as part of this complaint are in fact relevant to another complaint he has with this service against Lloyds – so I'll respond to these points in the decision I've issued on the other complaint.

Lloyds is entitled to close an account. However, in doing so, it must ensure it complies with the terms and conditions of the account. The bank's terms say that Lloyds can close Mr M's accounts without prior notice if he is deemed to have behaved 'improperly' – 'this includes being abusive or threatening' - Lloyds says it decided to close Mr M's accounts because he behaved this way in some of the emails he sent to the bank.

I've seen copies of the emails Mr M sent to Lloyds, which prompted the bank to decide on closing his accounts. I can see Mr M emailed the bank using language that I'm satisfied was abusive. Following this, I can see Lloyds responded with a warning, explaining the action it could take should Mr M continue to behave in this way. This seems to be in line with Lloyds' own internal policy on how it deals with such behaviour.

Lloyds says Mr M continued to send the bank abusive emails. I haven't seen copies of all the actual emails, but Lloyds sent us its records to show that some of Mr M's emails were blocked and quarantined by its system because of inappropriate or offensive language. And I can see that Mr M used abusive language when he filed a complaint on 17 November 2023. Given this, I think it was reasonable for Lloyds to conclude that Mr M had behaved improperly, as per its terms and its own policy. And I think it acted fairly in deciding to close Mr M's account immediately because of this.

Mr M says the closure of his accounts caused his depression and anxiety to get worse. He adds that he noticed a financial impact too – in that he received a lower than usual credit limit on a credit card he had taken out and he was unable to take out a preferred mortgage offer. Mr M also says a payment he was due to make was delayed, but he was eventually able to satisfy the amount that was due and avoid further detriment. I'm sorry to hear about the impact this had had on Mr M's health, and I can understand that the financial impact and the need to make alternative banking arrangements would've been stressful for him.

Although I empathise with Mr M, I can only instruct Lloyds to do something (such as pay Mr M compensation) if I decide that it had acted unfairly. As I explained above, I'm of the opinion that Lloyds acted fairly when it decided to close Mr M's account. So I won't be asking it to do anything in response to the detriment Mr M says he experienced.

Mr M suggests that Lloyds discriminated against him and that its decision to close his accounts was motivated by homophobia. I need to clarify that this service is unable to make findings on whether something constitutes discrimination as per The Equality Act 2010. This is because this service is an informal alternative to the courts, and only a court of law can make a legal finding based on the definitions set out within the act.

However, I can consider whether the bank has acted in a fair and reasonable manner, and to do that I will take several things, including The Equality Act 2010, into consideration.

My remit here is to decide whether Lloyds treated Mr M unfairly when it decided to close his accounts. I haven't seen anything to persuade me that the bank's decision to do so was because of a protected characteristic. If Mr M wants a decision on whether Lloyds has breached The Equality Act 2010, then he would need to go to court.

Mr M is unhappy that, despite Lloyds deciding on the immediate closure of his accounts, the bank caused delays. Mr M says he had to chase Lloyds to find out when his accounts will be closed and that he had to wait to spend some of his funds, until he was satisfied that his accounts had indeed been closed. I can see from the file that, overall, it had taken Lloyds over a month to close all of Mr M's accounts – in that time, it's clear Mr M had followed up with the bank multiple times asking for an update.

Lloyds accepts there was an internal delay and points to there being no negative impact on

Mr M because of this. I'm also satisfied Mr M wasn't affected by this delay. As our investigator highlighted, there were no funds in Mr M's account around the time and the delay allowed Mr M the opportunity to try and take advantage of the account switch facility. So although I agree there was a failing here on Lloyds' part, given I can't see that Mr M suffered a loss or detriment, I can't fairly conclude that Lloyds needs to do something to put this right.

In summary, I'm satisfied that Lloyds acted fairly when it decided to close Mr M's accounts. Although the bank caused some delays, in this instance, I don't find it reasonable to instruct Lloyds to do anything because of this. And I won't be asking Lloyds to reinstate Mr M's accounts either.

### **My final decision**

For the reasons I've explained, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 July 2024.

Abdul Ali  
**Ombudsman**