

The complaint

Mr S is unhappy that The Royal Bank of Scotland Plc ("RBS") wouldn't let him withdraw a large sum of money from his account and with the service he received while in branch.

What happened

Mr S gave notice to RBS that he wanted to make a £20,000 cash withdrawal from his account as he wanted to buy a car. However, when Mr S visited RBS's branch, their counter staff asked him several questions about his intended car purchase and then refused to allow him to withdraw his money. Mr S wasn't happy about this, or with how he was treated in branch by RBS's counter staff and branch manager. And he also wasn't happy that when he then went to a different RBS branch to try to withdraw his money there, that he was unable to do so because a marker had been placed on his account. So, he raised a complaint.

RBS responded to Mr S and explained that, as per the terms and conditions of Mr S's account, RBS has the right to refuse a large withdrawal request if it's felt prudent to do so by RBS in consideration of those terms and conditions. And RBS also said that they didn't feel that their staff had acted unreasonably or improperly towards Mr S while he was in branch. Mr S wasn't satisfied with RBS's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that RBS had acted unfairly by refusing Mr S's withdrawal request and they noted that RBS hadn't placed a marker on Mr S's account following the branch visit as he suspected. Mr S didn't accept the view of this complaint put forward by our investigator, so the matter was escalated to an ombudsman for a final 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.

RBS, like all banks, have a moral and regulatory obligation to protect their customers' money, and this includes when RBS have a reasonable belief that one of their customers may be in the process of being scammed or defrauded.

A large withdrawal such as the one that Mr S wanted to make can be an indicator that, unbeknown to the account holder, a scam may be in the process of being perpetrated. And so, where an account holder asks to withdraw a large amount from their account, as Mr S did, it's expected that banks would question that account holder as to why they require such a substantive amount of cash and ask for details of any purchases that the account holder intends to make with the money that they've asked to withdraw.

In this instance, Mr S said that he wanted to buy a car from a friend in a private sale, and that because it was a private sale between his friend and himself, there was no sales advert for the car that he could present to RBS.

I hope Mr S will understand that the unverifiable nature of the car purchase he wanted to

make was a clear red flag to RBS that a scam may be in the process of being committed, and so placed RBS in the difficult position whereby they felt they had no option other than to decline his withdrawal request. And, given RBS's moral and regulatory obligations, as described above, their actions in this regard don't seem unfair or unreasonable to me.

Additionally, RBS's right to refuse a withdrawal under these circumstances is included within RBS's terms and conditions.

Mr S also feels that RBS's staff were rude and unprofessional towards him while he was in branch. Conversely, the recollections of the branch staff provided by RBS claim that Mr S was rude and aggressive towards them.

As an independent and impartial party, and having not been present in branch myself, I don't feel that I can consider either Mr S's or RBS's testimony to be any more credible than the other. As such, while it seems clear that there was some disagreement while Mr S was in branch, I don't feel that there is any sufficient or compelling reason for me to accept either one of the proposed versions of events.

RBS have also confirmed that there was no marker or block placed on Mr S's account that would have prevented him withdrawing money from another branch. As such, if Mr S did attempt to make a withdrawal from another branch and was unsuccessful, then I feel it's most likely the case that his request was declined for similar reasons that his request at the initial RBS branch was declined.

Finally, Mr S has asked this service to consider phone calls he had with RBS. And Mr S tried to provide recordings of the calls in question to this service. Unfortunately, however, this service couldn't access the calls that Mr S tried to provide. And while our investigator asked Mr S to resend these calls, or to provide the date and times of the calls so that we might request them from RBS directly, Mr S hasn't subsequently done so. As such, I've been unable to consider these calls and I'm satisfied that Mr S was given a fair opportunity to either resend the calls or provide further information about them if he wanted to do so.

All of which means that I won't be upholding this complaint or instructing RBS to take any further or alternative action here. This is because I don't feel that RBS did act unfairly by refusing Mr S's withdrawal request in consideration of the answers that he provided about that withdrawal. And because I don't feel that it can reasonably be said that RBS did most likely provide poor service to Mr S while he was in branch.

I realise this won't be the outcome Mr S was wanting. But I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

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

Paul Cooper
Ombudsman