

## **The complaint**

Miss M is unhappy that Sainsbury's Bank Plc won't accept her written request to close her account and that they require her to call them to do so.

## **What happened**

Miss M opened a savings account with Sainsbury's via telephone in 2012. The terms and conditions of the account include that it can be managed online or by telephone. Miss M doesn't have a computer or online access, which means that her only available means of managing her Sainsbury's account, as per the terms of the account, is by phone.

In July 2023, Miss M wrote to Sainsbury's and asked them to close her account. Sainsbury's responded and asked Miss M to call them to close her account, as per the account terms. Miss M refused and again asked Sainsbury's to accept a written request to close her account, stating that because of past poor experiences when dealing with financial matters on the telephone that she now only conducts banking via written letter or forms.

Sainsbury's again declined Miss M's request and reiterated that she needed to call them if she wanted to close her account. Miss M wasn't happy that Sainsbury's wouldn't accept an account closure request in writing, so she raised a complaint.

Sainsbury's responded to Miss M and confirmed that Miss M would need to call them to close her account. Sainsbury's explained that this was because they needed to conduct security checks with Miss M verbally. Miss M wasn't satisfied with Sainsbury's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Sainsbury's were acting unfairly by requiring Miss M to request the closure of her account by telephone, as per the terms of the account. Miss M remained dissatisfied, 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.

I've asked Miss M to explain exactly why she is reluctant to contact Sainsbury's by telephone to close her account, and in response Miss M provided a detailed description of all the times she's lost money when attempting to conduct business via telephone. In consideration of the information provided by Miss M, I can appreciate why she is reluctant to now conduct any business by telephone, including requesting the closure of her account with Sainsbury's.

However, I don't feel that Miss M's fear that she might lose money in this instance is reasonable. And this is because Miss M isn't making a transaction or entering a new contract but is simply requesting the closure of an account and providing details of where she wants the balance of the account transferring to. And Sainsbury's have confirmed that they will only transfer the money in Miss M's account to another bank account that they can verify is held

in Miss M's name.

I also don't feel that Miss M's reluctance to contact Sainsbury's by telephone should fairly or reasonably supersede the terms and conditions of the account, which require that the account be managed either online (which Miss M can't do) or by telephone (which Miss M can do but is reluctant to do).

Miss M has stated that she feels that Sainsbury's are 'stealing' her money. But I don't accept Miss M's position in this regard. This is because Miss M is free to call Sainsbury's at any time and request the closure of her account and the withdrawal of her money from them.

Miss M has also stated that anyone can call Sainsbury's and close her account. But this is incorrect, and it is precisely because Sainsbury's wish to confirm Miss M's identity with her directly that they reasonably require Miss M to call them.

Ultimately, the terms of Miss M's account with Sainsbury's include that Miss M will need make any request to close her account by telephone. And I'm not persuaded by Miss M's argument here that there is any fair reason why I should instruct Sainsbury's to make an exception to their terms in this instance – such as by allowing Miss M to verify herself in person in one of their stores.

Indeed, given the balance of Miss M's account, I'd almost certainly consider Sainsbury's to be acting irresponsibly if they accepted any request from Miss M to close her account that wasn't made by telephone.

I realise this won't be the outcome Miss M was wanting, but it follows that I won't be upholding this complaint or instructing Sainsbury's to take any further action here. And I'm satisfied that if Miss M wishes to close her savings account with Sainsbury's, then she must call them to do request such a closure, so that Sainsbury's can verify that her request is genuine to Sainsbury's satisfaction. I hope that Miss M will 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 Miss M to accept or reject my decision before 13 January 2025.

Paul Cooper  
**Ombudsman**