

Alex Fear  
Somewhere In The UK  
FE4 RUK

Thief & Swine Bank  
Customer Service  
Mud Wallow  
PO12 K13

15<sup>th</sup> April 2007

**REF: XXXXXXXXX**

Dear Jeanette Inkin,

**Account Number:** Premier Direct: XX XXX XXXX

Thank you for your letter dated 4 April 2007, advising of my account closure. Please be advised I do not agree with your assertion that I “do not accept certain aspects of the terms and conditions”. I fully agree with your Terms and Conditions where your aforementioned terms and conditions comply with Common Law, Statute and Consumer regulations as I imagine a reputable financial institution such as Alliance and Leicester would expect.

If you felt that your charges were ‘fair’ and not unlawful, why did you offer full payment and not proceed to defend them in a court of law and prove my particular case wrong? This leads me to conclude that the closing of my account is a retaliatory measure, rather than a ‘breakdown in the relationship’ or disagreement with any terms & conditions that could be considered lawful.

My suspicion that this is a retaliatory measure was confirmed when I made a call to your customer services on 12 April 2007, and spoke to someone who advised that customers who claim back unlawful charges are having their accounts closed.

Therefore I ask you to reconsider your decision, in light of the fact that Alliance & Leicester have already been “reprimanded for closing the account of a customer who successfully reclaimed back charges” (see attached ‘This Is Money’ article).

If you go ahead with the closure of my account I will be forced to complain to the Financial Ombudsman Service myself and be claiming further compensation. **I take this opportunity to remind you the FOS is ruling in favour of customers who have had accounts closed in retaliation for claiming back charges.** (See attached adjudications ‘Mr A’ and ‘Mr L’).

I am in the process of making alternative arrangements for my financial accounts, in the meantime I expect a written reply before 4 May 2007 (your given closure date) detailing:

- Final Decision regarding my account closure
- Details of the account to set up a new direct debit from my alternative bank to pay my Alliance & Leicester unsecured loan. Ref: XXXXXXXXX

In turn you can expect:

- If your final decision is to go ahead with my account closure, I will make a complaint to the FOS for compensation upwards of £250 for my time, unautomated letters and inconvenience.

Yours faithfully,

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