

The complaint

Mr C complains that Barclays Bank UK Plc has unfairly discriminated against him by closing his bank account and not met its requirements under the Equalities Act as it failed to consider his visual impairment.

What happened

Separate complaints have been raised for Mr C concerning correspondence not being sent to him in large print in response to his formal request under the law, and the delays experienced in receiving the information. And about subsequent communications from Barclays. The present complaint is solely concerned with the closure of Mr C's account.

Barclays said it closed Mr C's account due to his unacceptable behaviour, in particular threats to its property. Barclays sent a Notice To Close on 30 June 2022, but not in large print as required by Mr C. Mr C said he was unaware of the closure until he went into Barclays' branch on 2 July 2022 to find out why he had no account access. Barclays then allowed a seven-day switch period and reinstated Mr C's debit card.

Mr C complained to Barclays about its decision to close his account. He said Barclays made no reasonable adjustment and acted in a manner which it should have known would be liable to cause excessive stress, financial loss and illness to a visually impaired person.

Barclays responded to say it had issued Mr C a 'Notice To Close' after he made a threat during a phone call to Barclays in June 2022. It said this wasn't the first threat Mr C had made. Barclays said it suspended Mr C's debit card and online banking immediately as part of the process and wrote on 1 July to tell him his account would close on 11 July 2022. Barclays apologised for not sending its letter in large print. Barclays said its staff assisted Mr C in branch and his account switched on 14 July 2022. Barclays offered Mr C £150 compensation for his distress and inconvenience.

Mr C wasn't satisfied with Barclays' response and referred his complaint to our service. Our investigator didn't recommend it be upheld. She said Barclays was within its rights to close the account, but should have sent Mr C notice in large print. She said Mr C didn't have access to banking for four days, but told us that all his payments had gone out of his account. The investigator concluded that the £150 compensation Barclays had already paid Mr C was fair and meant that it didn't need to do anything further.

Mr C disagreed with the investigator and requested an ombudsman review his complaint. Mr C acknowledged he shouldn't have said what he did but Barclays had broken its word and lied to him having repeatedly promised to call him back for weeks beforehand. Mr C said Barclays could close his account, but hadn't communicated with him for two months until he received the large print letter even though it knew of his visual impairment. Mr C acknowledged that Barclays staff mitigate the closure and switch, but this shouldn't have been required as Barclays should have automatically put an arrangement in place.

Mr C said he wished to raise another complaint concerning Barclays' breach of its repeated word to call him back prior to his threatening phone call.

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 can appreciate the distress and inconvenience Mr C was caused when Barclays closed his bank account. I have looked carefully to see whether Barclays followed the correct procedures in closing the account and how it handled communications with Mr C to see if it has treated him fairly.

Barclays is entitled to close a customer's account just as a customer is entitled to close an account with a bank. Although Barclays can decide who it wants to deal with as a customer, it must follow the process it has set out within the account's terms and conditions.

Mr C was angry and frustrated with Barclays for not returning his calls during the call in which he made a threat and at the time had been on hold for about two hours. Barclays terms allow it to close the account immediately when, '*You behave in a threatening or abusive manner to our staff*'. And so I think it was fair and reasonable for Barclays to close Mr C's account.

I've looked at the process Barclays followed and the impact of this on Mr C. Although it could close Mr C's account immediately, Barclays decided to give seven-days' notice of closure as a cheque payment was pending. Barclays restricted account access on Thursday 30 June 2022, and following Mr C's complaint on 2 July, it allowed him to re-access his account. It was unfortunate that Mr C was without access to internet banking for a few days, but he has said this didn't affect payments as these had already been made. I agree with Mr C that Barclays' staff mitigated the impact of the closure of his account and switch to another bank.

Mr C said Barclays didn't communicate with him for in excess of eight weeks about his account closure. But his attendance at Barclays branch and workaround provided by its staff took place only two days after it sent him its Notice To Close in ordinary letter format.

Barclays acknowledged its mistake in not sending the Notice To Close letter in large print. I think the impact of this was mitigated by it allowing a seven-day extension to facilitate a switch. During this period it reactivated Mr C's debit card to allow him to make payments and to allow his access to online banking. I'm pleased that Mr C was able to accomplish a switch of his account shortly afterwards.

Notwithstanding this, Mr C's request for compensation for the lack of large print letters has been addressed in Barclays final response of 4 July 2022. Mr C disagrees, and said all his complaints pre-date the closure of his account, specifically those about the lack of large print letters. He said his account was closed on July 14 and Barclays issued its final response on July 4. In fact Barclays sent its Notice To Close on 30 June 2022, before its response to Mr C's complaint and this included the lack of a large print letter. Barclays offered Mr C £100 in recognition of the poor communication and service he had received in relation to a separate application and this matter, and after further communication it agreed to pay him £400 compensation on 3 October 2022. And so I can't comment any further on this point. Mr C said Barclays knew of his visual impairment from when he opened his account and so it should not have closed his account as it did, and it discriminated against him. Barclays doesn't feel it discriminated against him due to his disability and said that it went above and beyond to help and allow him to complete the account switch. Normally once a Notice To Close is issued there's no access to an account until an account is opened with another provider. So, I think Barclays' actions were fair in the circumstances. I'm satisfied that

Barclays didn't treat Mr C unfairly or unreasonably and so I won't be asking it to take any further action.

I think Barclays acted within its rights to close Mr C's account. Even though he is partially sighted, this doesn't preclude its actions when faced with unacceptable behaviour. All-in-all I consider that Barclays treated Mr C fairly and reasonably in the decisions that it took and the compensation it has paid him when its service fell short of what it should have been.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 January 2024.

Andrew Fraser
Ombudsman