

The complaint

Mr M, who resides overseas, is unhappy with several aspects of the service he's received from Barclays Bank UK PLC surrounding the closure of his accounts by Barclays.

What happened

In February 2023, Barclays made the decision to no longer provide banking services to Mr M and to close his accounts with immediate effect. Mr M wasn't happy about this for several reasons. These included that he incurred significant phone call costs – given that he felt compelled to call Barclays from overseas about the matter – and that the act of having his accounts closed by Barclays had adversely affected his health. So, he raised a complaint.

Barclays responded to Mr M and explained that they didn't feel they'd acted unfairly by closing his accounts as they had and that they wouldn't be reimbursing Mr M's hospital fees or most of his call costs as he would like. However, Barclays did acknowledge that they should have handled Mr M's complaint better, and that on one occasion Mr M had to wait on hold for significantly longer than he should have done. Barclays apologised to Mr M for this and made a payment to him of £750 as compensation for trouble and upset he may have incurred, as well as a further £345 to cover the cost of Mr M's call. Mr M wasn't satisfied with Barclays' response, so he referred his complaint to this service.

One of our adjudicators looked at this complaint. But they felt the response that Barclays had issued to Mr M's complaint already represented a fair and reasonable outcome. Mr 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit here to declare that Barclays have acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

I also note that Mr M has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr M for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in-line with this service's role as an informal dispute resolution service.

This means that if Mr M notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read

and considered all the submissions provided by both Mr M and Barclays. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr M is unhappy that Barclays made the decision to no longer provide banking services to him and to close his accounts. However, in much the same way as a consumer can choose to no longer require services from a bank and to close their accounts with them, a bank can itself choose to no longer provide its services to a specific customer and to close that customer's accounts. Barclays right to do take such an action is detailed in their account terms and conditions, which Mr M agreed to when opening his accounts with Barclays.

Additionally, I feel that the circumstances of this complaint, as well as several earlier complaints which Barclays have detailed to this service, shows that the business relationship between Mr M and Barclays had deteriorated to a degree where Barclays' decision to no longer be willing to provide banking services to Mr M wasn't unreasonable or unfair.

Mr M also feels that Barclays implemented their decision to close his account without due consideration of the mental health issues he struggles with and feels that Barclays should have called or emailed him regarding their decision rather than just sending a formal letter. But I feel that Barclays were entitled to take the decision to close Mr M's accounts as they did even in consideration of Mr M's mental health issues. And so, I don't feel the mental health issues Mr M struggles with should have been a factor in Barclays' decision here.

Barclays have confirmed that when taking the decision to no longer provide banking services to a customer, their process is to notify that customer in writing, and that they don't phone or email that customer under any circumstances. This doesn't seem unreasonable to me, given that Barclays choosing to close Mr M's accounts was a matter of fact and not a matter of debate, and so I don't feel that Barclays did communicate their decision to close Mr M's accounts to him in an unfair way.

Mr M is also unhappy with several service issues, including long waiting times which, because he was calling Barclays from overseas, meant that he incurred significant call costs. And Mr M would like Barclays to reimburse to him the costs that he incurred when trying to get in touch with them by phone.

But there were several other channels of communication that Mr M could have used to contact Barclays that didn't result in his incurring costs. And it's clear that Barclays had previously explained to Mr M regarding earlier complaints that he should use such alternative channels to contact them and that they wouldn't be willing to reimburse the overseas call costs Mr M sought to claim for if he continued to try to phone Barclays from overseas and so incur costs that he was aware he was incurring.

This doesn't seem unreasonable to me, and ultimately, it's not Barclays fault that Mr M resides overseas. Similarly, Barclays have no control over how many people are trying to call them at any one time. And so, given that Mr M did choose to contact Barclays by phone from overseas, and didn't choose to communicate with Barclays via an alternative non-cost-incurring channel, I don't feel it would be fair to instruct Barclays to reimburse the costs that Mr M knowingly incurred here, and which I feel he could reasonably have avoided.

However, in their response to Mr M's complaint, Barclays acknowledged that there was one instance when they felt it was fair to reimburse a call cost to Mr M. This was when Mr M attempted to contact their executive office and was on hold for over an hour. Barclays felt this call to their executive office should have been answered more quickly, and they apologised to Mr M for this and made a payment of £345 to him reimbursement of the cost of

that specific call. This feels fair to me, and I don't feel Barclays choosing to reimburse Mr M for this specific call means that they should also reimburse Mr M for the other calls he made.

Mr M has also explained that Barclays' decision to close his accounts, and how they implemented that decision, adversely affected his health, and caused him to incur hospital costs as a result. And Mr M would like Barclays to reimburse those hospital costs to him.

But as explained above, I don't feel Barclays did anything wrong in how they closed Mr M's accounts, and so I wouldn't consider instructing them to reimburse Mr M for any costs he may have incurred because of the account closures. And I'm not convinced that it can be said that Mr M incurred the hospital costs he's seeking reimbursement for solely because of Barclays closing his accounts. As such, I won't be upholding this aspect of his complaint.

Mr M also feels that, following the closure of his accounts, Barclays didn't give him any information about how he could clear or make payments towards the balance that was still outstanding on his credit card account, and that he's missed a payment and incurred adverse credit file reporting as a result. But Mr M could have obtained information on how to make payments to his credit card via either Barclays' website or via communicating with Barclays and asking them, either during one of the telephone calls Mr M made when he did get through to Barclays, or by an alternative channel.

Finally, Mr M is unhappy with how Barclays have handled his complaint to them. But this service can't consider complaints about how a business has handled a complaint. This is because this service can only consider complaints about regulated financial matters. And a complaint about how a business has handled a complaint isn't a complaint about a regulated financial matter – it's a complaint about how a business has handled a complaint.

I do note that Barclays upheld this aspect of Mr M's complaint and agreed that they could have handled his complaint to them better. And I also note that Barclays paid Mr M compensation for any trouble and upset he may have incurred because of this. However, for the reason explained above, I'm unable to comment on this matter further.

All of which means that – regarding the aspects of Mr M's complaint that I can consider – I feel that the response that Barclays have issued to Mr M already represents a fair and reasonable resolution to what's happened here. And it follows from this that I won't be upholding this complaint or instructing Barclays to take any further action.

I realise this won't be the outcome Mr M was wanting, but I trust 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 M to accept or reject my decision before 9 August 2023.

Paul Cooper
Ombudsman