

The complaint

Mr C complains that Barclays Bank UK Plc unfairly discriminated against him by not sending notice of closure of his bank account via a large print letter as required by the Equality Act. And said Barclays hasn't sent him letters in large print during their banking relationship.

What happened

Barclays closed Mr C's account due to what it described as his unacceptable behaviour. It sent notice on 30 June 2022, but not in large print. Mr C said he was unaware until he went into branch on 2 July 2022 to find out why he had no account access. Barclays then allowed a seven-day switch and reinstated his debit card.

Barclays responded to Mr C's complaint by apologising for not sending notice of the account closure and other letters in large print. It paid Mr C a total of £400 compensation for the inconvenience and frustration it had caused and its failure to clarify Mr C's needs in relation to his disability. Barclays said Mr C's statement preference is set to large print, but not letters, which it couldn't explain. It said Mr C hadn't complained about this before, as he said he wasn't aware it was a protected characteristic.

Mr C says he's due additional compensation for breach of the Equality Act as Barclays didn't provide proper legal notice of closure, and for his distress and inconvenience. He also wants an undertaking from Barclays that it will reimburse him if any missed letters result in financial losses. In return Mr C said he will forbear from legal action for Barclays' breach of the Equality Act.

Because Mr C was dissatisfied with Barclays' response he brought his complaint to our service. Our investigator didn't recommend that it be upheld. She said we can't decide if the Equality Act 2010 has been breached – that's a matter for the court. And we can't fine or punish a business, as we aren't the financial regulator. She said Barclays was within its rights to close the account, but should have sent notice in large print. She said Mr C didn't have access to his account for four days, but he'd said that all his payments had been made.

The investigator thought it would've upset Mr C to discover his account had been closed and wasn't accessible for four days, but didn't think there was any loss, so she thought the compensation was reasonable. She said in normal circumstances once a closure notice is issued customers wouldn't have access to an account until another was opened. So, she thought Barclays had treated Mr C fairly.

Mr C disagreed with the investigator and requested an ombudsman review his complaint. He said Barclays' failure to send due legal notice of account closure in large print and its other undertakings aren't just a minor inconvenience. He said the investigator had showed no comprehension of the stress and illness he's faced over two years which should merit compensation of £3,000. Mr C said all his complaints should be looked at together.

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.

The investigator has examined each aspect of Mr C's complaint, in particular the provision or otherwise of large print letters. I hope Mr C doesn't consider it a discourtesy if I don't address every point he has made, but I have considered the main issues and reviewed the available information, including calls and the investigator's findings.

Separate complaints have been raised for Mr C concerning correspondence not being sent to him in large print in response to his formal request for information under the law, and the delays experienced in receiving the information. This includes the letter of 30 May 2022 to which Mr C has referred. And the closure of his bank account and subsequent communications from Barclays. I have considered these complaints separately.

From what Barclays has said it's not clear if its notice of closure letter was actually sent in large print. Previously Barclays showed that a large print marker was noted on Mr C's account on 11 March 2021 for statements, however a marker wasn't applied to his account for large print letters until 9 August 2022. In any event, Barclays has acknowledged that it should have sent notice of closure to Mr C in large print and apologised. Its records include a note of his disability.

Mr C said he's suffered financially from Barclays' failure to comply with the Equality Act and communicate with him as it should. He's said there are many occasions when Barclays haven't sent him letters in large print. I've looked at the examples of these letters that Mr C has sent us, and fortunately they do not appear to present a risk of financial loss to Mr C.

Mr C thinks he's still missing information. I agree with the investigator that this looks unlikely to have any financial impact, but if something does come to light then he can bring a further complaint to Barclays about this.

Barclays said it didn't check Mr C's requirements when it sent the closure letter and has subsequently promised to send him the other correspondence. This was clearly an error by Barclays, and I am pleased that it responded by extending the life of Mr C's account and bank card so he could switch accounts.

Having considered what happened to Mr C I have followed our normal practice of looking at the fairness of the compensation Barclays put forward overall rather than in terms of individual errors. I should point out to Mr C that we must assess any evidenced losses, not what might have befallen him.

I was sorry to learn about the stress and inconvenience Mr C suffered from being unaware that Barclays had closed his bank account. Barclays has paid £250 for its letters not being sent in large print and £150 for the distress and inconvenience caused to Mr C for being without access to his account for four days, I think this compensation is fair and in line with what we would consider reasonable in these circumstances had Barclays not already done so, and I don't require Barclays to pay any more.

And so overall and in the light of everything that has happened I have found that Barclays' apologies and payment of compensation is a fair and reasonable reflection of the impact of its conduct on Mr C.

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 16 October 2023.

Andrew Fraser
Ombudsman