

The complaint

Mr B is unhappy with how Barclays Bank UK PLC administered his account.

Mr B's complaint is brought to this service by his sister, who is his appointment representative.

What happened

Mr B suffers with anxiety which makes both telephone and in-person conversations very distressing for him.

In March 2023, Mr B received a letter from Barclays advising him that they were going to close his bank account, which was overdrawn, and that Mr B was therefore required to clear the overdrawn balance before the deadline given in the letter for him to do so.

Mr B asked his sister to contact Barclays on his behalf. But when Mr B's sister called Barclays, they explained that they couldn't speak with her about Mr B's account until they spoke with Mr B, and until he provided his formal authorisation for them to speak with her. But this wasn't possible, because of Mr B's anxiety and the distress that speaking on the telephone caused him.

Barclays then suggested that Mr B could authorise his sister to be his representative in person, in a Barclays branch. But Barclays couldn't offer an appointment to Mr B because there were none available at his local branch. Mr B and his sister weren't happy about this, or that Barclays subsequently closed Mr B's account as they'd said they would, and so they raised a complaint on Mr B's behalf.

Barclays responded to Mr B's complaint and explained that they had written several letters to Mr B about the overdrawn balance on his account since September 2022 but had received no response. This led to Barclays to issue a termination notice to Mr B on 15 March 2023 which gave Mr B until 14 April 2023 to clear the overdrawn balance of his account, or the account would be closed and defaulted. And because Mr B didn't clear the overdrawn balance by 14 April 2023, his account was closed and defaulted.

Barclays didn't feel they'd acted unfairly by following the overdrawn balance process that they had. And they also confirmed that they hadn't been able to discuss matters with Mr B's sister because the relevant authority hadn't been received from Mr B to enable them to do so. Mr B and Mr B's sister weren't satisfied with Barclays' response, so they asked this service to consider their complaint.

One of our investigators looked at this complaint. But while they sympathised with Mr B, they didn't feel that Barclays had acted unfairly in how they'd administered Mr B's account, including regarding their need for Mr B to have formally authorised his sister to speak on his behalf before Barclays would engage with her. Mr B and his sister 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.

Barclays have demonstrated that they sent letters to Mr B about the balance of his overdraft exceeding his agreed overdraft limit on 9 September, 28 October, 12 and 26 November, and 12 and 20 December 2022, as well as on 14 January and 13 February 2023. Each of these letters asked Mr B to contact Barclays and discuss his position with them – if he was unable to make a payment to bring his account balance back with the agreed overdraft limit.

But Mr B didn't contact Barclays about his account balance in response to any of the letters listed above. And while I can appreciate that Mr B's anxiety meant that it was difficult for him to have contacted Barclays by telephone or to have visited a branch, there were other ways for Mr B to have responded to the letters that Barclays were sending him – such as by online chat, by hand-written letter, or by email.

This lack of engagement from Mr B led Barclays to issue a termination notice to Mr B on 15 March 2023. This notice gave Mr B until 14 April to pay back the full overdrawn balance of his account. And the notice further explained that if Mr B didn't clear the full overdrawn balance of his account by 14 April, that Barclays might take further action. And given that Mr B's account balance had exceeded his agreed overdraft limit, and that he hadn't responded to any of the several letters that Barclays had sent to him about his account balance, I don't feel that it was unreasonable or unfair for Barclays to have issued that termination notice.

It appears that it was at this stage that Mr B asked his sister for help. I say this because Mr B entered an online chat with Barclays on 23 March 2023 – approximately a week after the termination notice was sent to him. On this chat, Mr B asks Barclays to add his sister to his account as a nominee so that she could speak with Barclays on his behalf. However, Barclays' agent explained to Mr B that his request wasn't something that could be completed via online chat and that Mr B would need to visit a branch to formally authorise his sister as a nominee on his account.

In response, Mr B explained that his local Barclays branch had no appointments available for the next few months. But at no time did Mr B explain to Barclays' agent that he'd received a termination notice with a 14 April deadline or that his account was over the agreed overdraft limit and that he was wanting to engage with Barclays about his account. Instead, Mr B asked Barclays how he could make a complaint and notified them about his anxiety and how it affected him. The online chat then appears to have been ended by Mr B after Barclays' agent took record of his anxiety and asked him what outcome Mr B was looking for regarding his complaint.

I think Barclays' agent's question to Mr B about the outcome he was seeking was a relevant one. This is because a notice of termination had been issued. And because I'm satisfied that Barclays had been attempting to engage with Mr B since September 2022 – six months prior to that online chat – about his account balance but had received no response. As such, I'm not convinced there was any fair reason why Barclays shouldn't have acted in accordance with that termination notice if Mr B wasn't able to clear his full overdraft balance at that time.

Mr B and his sister are unhappy that Barclays wouldn't allow Mr B to formally authorise his sister to speak on his behalf without Mr B needing to speak with Barclays either by telephone or in person. But it's for Barclays to set their requirements in this regard. And given that the need for authority to be provided either on the telephone or in person is designed with the prevention of potential fraud and the security of the account in mind, I don't feel that Barclays position in this respect is unreasonable. And this is even in

consideration of the anxiety that Mr B unfortunately suffers from.

It's been explained to this service that Mr B's anxiety makes it difficult for him to work and that he had no income at the time in question. Because of this, it seems unlikely to me that Mr B would have been able to have offered either the full repayment of his overdrawn balance or a reasonable repayment plan to clear his overdrawn balance in instalments – if such a plan had been acceptable to Barclays at all at that time.

As such, it's difficult to understand what Mr B's sister being able to speak on Mr B's behalf would have achieved here. And if the intention was for Mr B's sister to have asked Barclays to not have terminated Mr B's account in line with the issued termination notice, but in the absence of any significant payment towards the overdrawn balance, then I feel that such a request would most likely have been rejected by Barclays. And I feel it would have been fair and reasonable for Barclays to have done so.

Barclays began writing to Mr B about his overdraft balance in September 2022, and so gave him approximately six-months to engage with them about his account before they issued the termination notice in March 2023. And while I appreciate that Mr B's anxiety may have made responding to Barclays letters challenging, I don't feel that Barclays need for Mr B to have either engaged with them or made a suitable payment to his account, as requested by the letters they were sending, was fairly or reasonably negated.

It must also be noted that if Mr B had sought the help of his sister sooner, then together they would have had more time available to them to either make a suitable payment to the account or to arrange a branch interview so that Mr B's sister could have been authorised to Barclay's satisfaction by Mr B as a nominee on his account – although, again, in the absence of a payment to the account, I'm unsure what this would have achieved.

Mr B may feel that Barclays didn't make reasonable adjustments regarding his anxiety. But it appears that Mr B didn't make Barclays aware of his anxiety until the online chat that took place in March 2023 – which was after the termination notice was issued to Mr B and when his overdrawn balance had been more than his agreed overdraft limit for roughly six months.

Ultimately, I feel the overdrawn position of Mr B's account and the lack of payment towards it are the key points here. And because Mr B's didn't address the overdrawn position of his account in a reasonable timeframe, I don't feel it was unfair for Barclays to have continued on the course of action described in the termination notice and to have defaulted and closed Mr B's account as they did.

Finally, I'm aware that Mr B and his sister are unhappy that Barclays didn't accept the complaint that Mr B wanted to make about how Barclays were administering his account. But as per the rules by which this service must abide – which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook – this service is only able to consider complaints about specified activities, of which complaint handling isn't one. In short, this service can't consider a complaint about a complaint.

This means that this aspect of Mr B's complaint isn't one that it's within the remit of this service to consider. However, I do note that Mr B would have been able to submit a complaint to Barclays at any time via several channels, including via hand-written letter.

All of which means that I don't feel that Barclays have done anything wrong or acted unfairly here in the manner that Mr B and his sister contend. And it follows from this that I won't be upholding this complaint or instructing Barclays to take any further action. I realise this might not be the outcome Mr B was wanting. But I hope 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 B to accept or reject my decision before 5 February 2024.

Paul Cooper
Ombudsman