

The complaint

Mrs O complains that Barclays Bank UK PLC closed her accounts without notice and retained her money.

What happened

Mrs O says that following the closure of her accounts in 2021, she has not been able to access any of the funds. She says that Barclays now alleges that almost £5,000 was withdrawn on 16 September 2022, but that isn't the case, and she wasn't even in the country at the time. Mrs O adds that the account closures caused her to miss payments to a health insurer that covered her daughter whilst studying in the UK.

Barclays says it gave Mrs O 62 days' notice about the closure of her accounts and the funds were subsequently moved to a holding account. However, it says Mrs O should have been able to access the money without proof of funds and for the inconvenience this caused it offered her £300 as a gesture of apology. Barclays adds that Mrs O can access the funds in branch with two forms of identification and it notes that *"you have been able to access £4,978.30 from branch on 16 September"*. It also explained how Mrs O can access the money if she is not in the UK.

Mrs O did not accept this offer and says she did not make the withdrawal.

Our adjudicator did not recommend the complaint should be upheld. He found that Barclays had made a commercial decision to close Mrs O's accounts and provided her with 62 days' notice to arrange alternative banking and withdraw her funds. Our adjudicator did not consider Barclays had done anything wrong in that respect but did acknowledge Barclays had offered Mrs O £300 for incorrectly asking for evidence she was entitled to the funds. He was satisfied the offer was fair and reasonable.

Mrs O's representative responded to say, in summary, that, Mrs O could not visit the UK during the time in question due to the covid restrictions and so Barclays should not have closed her accounts with just 62 days' notice during that time. It adds that Mrs O sought legal advice out of necessity as she was unable to access her money despite many months of fruitless emails.

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.

A bank is entitled to choose to whom it offers banking services and so I cannot say Barclays did anything wrong when it made a commercial decision to close Mrs O's accounts. I'm

satisfied it was entitled to do so and I can see it gave Mrs O sufficient notice to make alternative arrangements before doing so.

That said, I understand her representative's argument that the covid virus was still causing travel restrictions and Barclays could have reasonably foreseen Mrs O may not have been in the UK for the duration of the 62 days' notice period.

I have considered what that means for Mrs O and, as she has said she doesn't wish the accounts to be reopened, I will focus on the lack of access to her money. Barclays has confirmed that £4,978.30 was transferred into the holding account and it is has now acknowledged that the wording of the final response was confusing. I have seen the relevant bank statements and I'm satisfied that Mrs O is still owed £4,978.30. Barclays has said that if Mrs O is no longer in the country and physically unable to visit a branch, it would need her to provide her identification via email and details of where the funds are to be transferred to.

I'm satisfied that this process has been made more difficult than it needed to be for Mrs O, and, at times, Barclays's communications have been less than ideal. However, I consider the £300 that was offered to Mrs O was fair and reasonable and in line with the level of compensation this service would ordinarily recommend.

Whilst I acknowledge the reasons that Mrs O enlisted the help of a legal representative, I don't find this was required to resolve the complaint and, as such, I cannot agree that Barclays should reimburse those fees.

My final decision

My decision is that Barclays Bank UK PLC should pay Mrs O £300, as it has offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 1 November 2023.

Amanda Williams
Ombudsman