

The complaint

Mr C complains that Barclays Bank UK Plc sent him messages about his bank account even though it had been closed. Also, Barclays declined his request for email communications.

What happened

Barclays closed Mr C's account in July 2022. Following this, it sent Mr C some promotional and marketing emails. Mr C said this led him to believe his account was still open. Mr C complained to Barclays, but said he didn't receive a final response letter as required by the rules and wasn't kept updated.

Mr C brought his complaint to our service. Barclays acknowledged to us that it hadn't responded to Mr C's complaint in the proper timescale and hadn't corresponded by email as per his request. Barclays upheld Mr C's complaint and asked us to apologise to him for not responding to his complaint properly, but it didn't think compensation was required. Barclays have confirmed it has since removed Mr C's email address, so no more non-complaint related communications will be sent.

Our investigator recommended that the complaint be upheld. She said we can't consider how a business has handled a complaint, but we can look at the service provided to Mr C. She said Barclays sent Mr C promotional and other material several months after closing his account. The investigator provided the detail of each communication and an explanation from Barclays as to why this had happened.

Our investigator said Barclays should pay Mr C £150 compensation for the impact on him of having received unsolicited material after his bank account had been closed.

Mr C wasn't happy with the compensation for Barclays' 'multiple errors' and requested an ombudsman review the complaint. He said he wasn't sure all communications had been sent by Barclays, and it hadn't made reasonable adjustments and its messages amounted to harassment. In response Barclays agreed to increase its compensation to £200.

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.

Separate complaints have been raised for Mr C concerning correspondence not being sent to him in large print and in response to his formal request for information under the law, and delays experienced in receiving the information. And for the closure of his bank account.

I have considered here Mr C's complaint about the messages from Barclays after his account was closed and its refusal to send other communications by email at his request. I can see Barclays sent Mr C four marketing emails in November 2022, and one in January 2023 as well as text messages. The latter appear to imply that Mr C's account is still open. These have been described by the investigator and so I don't intend to repeat that here.

Mr C is visually impaired and so is caused difficulty by written communications. I say this as one message noted that a document was important, and he couldn't read it. Since other communications were unnecessary and irrelevant to him, I think he was caused avoidable distress and inconvenience.

While Mr C didn't want any marketing materials sent to him, he did want his statements sent in large print by post and all other correspondence sent by email. Mr C has confirmed he is happy to receive calls in the event of any suspicious transactions. Barclays has since confirmed that Mr C was getting credit card statements online, but they have now been switched to paper and his email address has been reapplied.

Generally we would expect a bank to stop sending communications about its services to a former customer. Barclays was aware of Mr C's visual impairment, and so when he requested adjustments so he could read emails by enlarging them on his computer, Barclays ought to have accommodated his request. As Mr C wasn't receiving post he contacted Barclays on six occasions between up to 16 January 2023 for updates, which would have caused a level of frustration that could've been avoided had Barclays sent him emails.

Barclays accepted its communications would have caused Mr C inconvenience. But I don't think that its letter to Mr C about the account closure and switching process ensured he understood his account was only technically open. I think the messages may have caused Mr C confusion and were difficult for him to access and so I agree with the investigator there was some impact on Mr C and an apology alone wasn't sufficient to address this. Having said this, I see no financial risk to Mr C from these communications and his account with Barclays is no longer active.

Putting things right

Having considered the compensation paid to Mr C, I agree with the investigator that £200 compensation is both fair and reasonable in all of the circumstances. This reflects the inconvenience to Mr C from all of the unnecessary communications related to this complaint and the restriction on email communications.

My final decision

For the reasons I have given it is my final decision that the complaint is upheld. I require Barclays Bank UK Plc to pay Mr C £200 compensation for the distress and inconvenience it has caused him.

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