

## The complaint

Ms P complains that Barclays Bank UK PLC closed her savings account without telling her and this meant she was unable to access her savings when she needed to pay some bills.

## What happened

When Ms P called Barclays in early February 2023, she said she hadn't received a statement since 2019 and wanted to check if she could still pay money into the account. Barclays told Ms P that the account had been closed since 2019. Ms P complained that she'd not been told about this and asked if she could receive the balance plus interest as she needed to use the funds to pay bills. Barclays said Ms P could visit a local branch and complete the necessary documents so that the funds could be sent to her. Ms P said she wasn't able to get to a branch because of her disability, so Barclays provided details of how she could apply for the funds on-line. Barclays told Ms P it would take up to three-months for the funds to be sent to her and Ms P explained this would cause her financial difficulties as she had bills to pay.

Ms P completed the on-line dormant account form and after Barclays confirmed receipt it asked for the details of the account Ms P wanted the funds to be sent to. The funds, plus accrued interest from when the account was closed, were sent to Ms P's account in May.

Ms P bought the complaint to the Financial Ombudsman Service and one of our Investigators looked into things. The Investigator didn't think that Barclays had done anything significantly wrong when it made a commercial decision to close the account, and there was evidence Barclays had provided Ms P with written notice it intended to close the account – and even though Ms P says she never received the letter, this wasn't the fault of Barclays.

Ms P asked for an Ombudsman to decide the complaint and it was passed to me to consider. I reviewed the evidence and comments provided and decided that I needed to listen to the telephone call between Ms P and Barclays in February 2023 so that I could make a fair and reasonable decision. This telephone call has led me to reach a significantly different conclusion to the Investigator, so I decided to issue a provisional decision.

In my provisional decision I said:

*"I understand that Ms P will be disappointed, but I intend saying Barclays didn't do anything significantly wrong when it decided to close her savings account. The account hadn't been used by Ms P since 2015 and in July 2019, Barclays wrote to Ms P to ask if she still needed the account. I empathise with Ms P that she never received this letter, but I'm satisfied Barclays more likely than not sent it to her correct address. I intend saying that Barclays provided the notice required to close the account - and the reason why it was closing the account - and when it didn't receive a response, it closed the account in line with its current procedures. The balance was held in a dormant account in line with Barclays procedures.*

*In the telephone call on 3 February 2023, which Barclays has now provided, Barclays initially told Ms P she could apply for the funds to be released if she went into a*

*branch, and the funds would be released in about three-months. Ms P explained she had a disability that prevented her from visiting a branch, and that she needed the funds urgently as she had bills to pay. Barclays acknowledged Ms P couldn't go into a branch and immediately explained Ms P could complete the necessary paperwork on-line.*

*Barclays received an on-line application for the funds from Ms P on 13 March but required details of where Ms P wanted the funds to be paid. Barclays received the account details from Ms P on 22 March and the funds, plus interest, were sent to the account in early May. I intend saying that Barclays did process the release of the funds in line with its procedures at the time. However, I've not seen any evidence to suggest Barclays took into account Ms P's request for the funds to be prioritised as she had bills to pay – instead Barclays repeated the timescale was three-months. Barclays didn't address Ms P's request in the summary resolution letter it issued to Ms P on 3 February, and I intend saying Barclays should have considered this. Ms P says that she had to ask for money from her family to help her pay these bills. I intend saying Barclays failure to take Ms P's circumstances into account caused her distress and inconvenience over and above what I consider to be reasonable in the circumstances of this complaint.*

*For the reasons outlined above, I intend asking Barclays Bank UK PLC to pay Ms P £100."*

Barclays says it accepts my provisional decision. Ms P says she believes £100 in compensation isn't enough to recognise that Barclays didn't pay her the amount it should have, and that Barclays didn't take into account the Equality Act 2010 and make reasonable adjustments for her disability when dealing with the complaint.

### **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.

I don't think the telephone call on 3 February was particularly helpful to Ms P. Barclays gave some conflicting information, but overall, I'm persuaded Barclays made it reasonably clear to Ms P that if she couldn't attend a local branch, she could request the funds on-line. Barclays were reasonably clear that the request would be dealt with within 12 weeks, or three-months. – and Barclays did deal with the request in the time it said it would.

I've looked at the amount Barclays paid Ms P and I'm persuaded that this reflects the interest on Ms P's balance until the time it was paid to her. In the telephone call on 3 February Barclays said the balance on the account was £1,196 when it was actually £1,106. However, the statements I've seen make it reasonably clear Barclays made a mistake on this call and this may have caused Ms P some confusion at the time.

Ms P believes that Barclays should have updated her and told her the funds had been released. I acknowledge that this may have been what Ms P expected, but I would only reasonably have expected Barclays to contact Ms P if there was a possibility of the funds not being released before the end of the three-months.

Ms P says that Barclays failed to make reasonable adjustments for her. In other words, Barclays failed its duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Ms P wants a decision that Barclays has breached the Equality Act 2010, then she needs to go to Court.

## **Putting things right**

Having considered the comments Ms P and Barclays provided, I've decided to adopt my provisional decision as my final decision. I think a payment of £100 reflects the somewhat confusing comments Barclays provided in the 3 February telephone call, which would have been upsetting for Ms P in view of her health condition. But I think it also takes into account that Barclays provided a reasonable alternative to Ms P visiting a local branch when Ms P explained her existing health condition. Barclays says it will pay the remedy I direct into the account it paid the refund, but Ms P may want to confirm the account details with Barclays directly if she accepts my final decision.

## **My final decision**

For the reasons outlined above, I've decided that Barclays Bank UK PLC should pay Ms P £100 to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 27 November 2023.

Paul Lawton  
**Ombudsman**