

The complaint

Mr B complains Barclays Bank UK PLC (“Barclays”) closed his account without notification and failed to communicate effectively with him. Mr B is also unhappy he needs to send notarised identity and proof of address documents to get his funds released.

What happened

The details of this complaint are well known by both parties, so I won’t repeat them again here in detail. Instead, I’ll focus on setting out some of the key facts and on giving my reasons for my decision.

Mr B is a British citizen but resides overseas. In December 2022, Barclays closed Mr B’s savings account. Barclays say it first notified Mr B of its decision to close accounts in May 2022 and gave him six months’ notice. Barclays say it took this decision as it was applying limits to the banking services it provides to customers with an address in the EEA (European Economic Area).

After closing his account, Barclays moved Mr B’s funds to one of its internal accounts. Mr B contacted Barclays and said he didn’t know it had closed his account as he had received no letters from it. Barclays sent Mr B letters to say what he needed to do to recover his funds and have them transferred to another account.

Barclays informed Mr B he would need to send it a certified copy of valid ID and proof of address. Mr B says in order to get them certified he would have to pay for this which is unfair. So he wants Barclays to suggest an alternative to this.

Mr B complained to Barclays. Barclays didn’t uphold Mr B’s complaint. In summary, the key points it made were:

- Barclays sent letters to Mr B in May, August, and November 2022, but it appears it had an old address for him
- If Mr B has access to online banking, he will see the letters were also sent on this portal
- Barclays has made no errors and it’s Mr B’s responsibility to make it aware of a change in his address

Mr B referred his complaint to this service. One of our Investigator’s looked into it, and they recommended it not be upheld. Some of the key findings they made were:

- Barclays explained it was closing Mr B’s account as he was resident outside the UK in an EEA country. Barclays followed the terms of the account by giving Mr B at least two months’ notice
- Barclays has provided screenshots from its systems to show Mr B was sent letters as it says it did about the closures and its reasons. Barclays has also provided copies of

these letters

- Barclays can't be held responsible for any postal issues as this is something outside its control
- Barclays' request for certified documents is fair as it needs to make sure the person receiving the funds is Mr B. It's more so important to do so given the variant seen in Mr B's name

Mr B didn't agree with what our Investigator said. In short, he made the following key points:

- He cannot equally be held liable for any postal issues
- Barclays could've used alternative channels to communicate its notice with him and his online banking access had been cancelled
- There has never been any issue or confusion with Barclays about his name and the way it is set out

As there is no agreement, this complaint has been passed to me to decide.

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.

Having done so, I have decided to not uphold Mr B's complaint. I'll explain why.

Barclays is entitled to close an account just as a customer may close an account with it. But before Barclays closes an account, it must do so in a way, which complies with the terms and conditions of the account.

The terms and conditions of the account, which Barclays and Mr B had to comply with, say that it could close the account by giving him at least two months' notice. Barclays have shown me screenshots from its internal systems which show letters notifying Mr B of the closures were sent by post and uploaded to his online banking account. I have also seen copies of the letters.

Barclays say this it appears it had an old address on its systems for Mr B, but it would be his duty to update this with it. Mr B says the address Barclays had on its system was his parents' and so was still valid given he had access to his post there. But his parents didn't receive any letters at their address.

I haven't seen compelling evidence that Mr B, or his parents, were having issues with receiving their post. Nor have Barclays said letters were returned as undelivered. I also note Barclays uploaded these notification letters to his online banking portal. Mr B says his access had been cancelled. But it's not clear if this was done while the account was still open – which would be more unlikely given it would've been closed after the accounts were equally also closed.

Having given this some thought, I'm persuaded Barclays did enough to communicate with Mr B and took his communication preferences into account when doing so.

Mr B has said he was residing abroad in the EEA. Barclays has explained that it has made a commercial decision to limit the customers it serves in the EEA. I'm satisfied Barclays hasn't

done anything wrong here. Barclays also gave Mr B six months' notice, which I imagine is designed to give him sufficient time to make alternative banking arrangements. Its terms say it should give two months' notice when closing an account. So I think it done enough to support Mr B in making any new banking arrangements.

Mr B is unhappy that he needs to get his personal documents certified so that Barclays can release his funds to him. Barclays must ensure that it is taking reasonable steps to ensure it is paying Mr B securely. And to do this it will need to have a process in place to do so. I'm persuaded what Barclays is asking isn't onerous. Mr B is complaining of the cost he will need to incur, but there maybe other ways he can get his documents certified to avoid such a cost. This is something he could explore with Barclays.

I'm also minded to agree that some of the variants in Mr B's name that I've seen, add credence to Barclays' position of requiring certified ID and proof of address from him. This will ensure both Barclays and Mr B are taking reasonable steps to avoid any financial harm.

As I don't think Barclays have done anything wrong, I see no basis in which to award any compensation for any distress and inconvenience Mr B may have suffered.

My final decision

For the reasons above, I have decided not to 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 22 August 2024.

Ketan Nagla
Ombudsman