

The complaint

Mr E has complained that Barclays Bank UK PLC, trading as Barclays Wealth Management ('Barclays') are charging him for a non-existent unit trust holding and has not made reasonable adjustments accounting for his disabilities. He would like his account closed, the cash held to be returned to him and compensation of £1,000 plus interest.

What happened

Mr E told us he wrote to Barclays in April 2023 asking it to close his account and return the funds held to him. No response was received from Barclays, so Mr E brought his complaint to this service.

Barclays told us it didn't have any records of receiving correspondence from Mr E asking it to close the account. It said Mr E was a client of a previous area of its business and was moved to its 'Wealth' area in 2015. It had been sending him statements of account ever since with details of his holdings. It couldn't find it had made any errors but recognised it should have logged and addressed Mr E's complaint sooner and offered £100 because of this.

Our investigator sought more information from Mr E about when and how he had sent the letter, but Mr E didn't provide anything further. So, she wrote to Mr E to explain in the absence of that she could only assume Barclays didn't receive the letter and consequently wasn't aware of Mr E's instruction. She also confirmed to Mr E that Barclays would be in touch with instructions about how he could close his account.

The investigator further explained that Barclays hadn't made any reasonable adjustments for Mr E's disability because it wasn't aware of them. But it was willing to do so if Mr E explained to Barclays what his disabilities were, how they affected him and what reasonable adjustments he needed as a result.

She said she wouldn't be asking Barclays to pay interest on the cash when it was returned to Mr E as she couldn't see it had received a valid instruction to sell the investments and close the account. She thought the offer of £100 for the poor service was fair.

Mr E responded to say he had written to Barclays on multiple occasions, but it had not responded. He said it didn't listen to disabled customers and had discriminated against him unfairly. He had received unwanted marketing requesting money. He wanted his account closed, the money paid out to him with interest, payment for the distress and inconvenience he had been caused, compensation for the disability discrimination and the time taken to resolve the issue.

Our investigator explained that any new complaint points needed to put to Barclays but confirmed she had chased Barclays to remind it to contact Mr E about closing his account. She reiterated her opinion that she didn't think Barclays had treated him unfairly since he had tried to retrieve his funds and she hadn't seen any evidence of Barclays having any awareness of needing to make adjustments for Mr E's disabilities.

In response Barclays confirmed it had been in touch with Mr E in April 2024 and provided a copy of the correspondence it had sent which it was going to re-send it to him. It confirmed it could add markers to his account to restrict any marketing. But Mr E did hold an account and it provided a statement.

Mr E confirmed he had held an account with Barclays Stockbrokers but said he didn't have any contract with Barclays Wealth. He wanted any cash returned to him as he said currently it had been stolen from him. He hadn't had any contact from Barclays about who he should send information about his disabilities. He requested that his complaint be passed to an ombudsman and asked that Barclays pay him £10,000 for not being upfront and for not making reasonable adjustments in line with the Equality Act 2010 as well as paying 8% interest in line with the courts. He provided signatures to witness that he had previously written to Barclays.

As requested by Mr E the complaint has been passed to me for a decision in my role as ombudsman.

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.

After doing so, I've reached the same conclusions as the investigator and broadly for the same reasons. I'll explain why.

Mr E's account with Barclays Wealth

Mr E has confirmed he used to have an account with Barclays Stockbrokers. Barclays Stockbrokers subsequently closed. In Mr E's letter to Barclays of 19 April 2023 he said that he didn't consent to Barclays Stockbrokers transferring cash or unit trusts to any new business or newer account. This suggests to me that Mr E was aware that a transfer of his account was in progress – which he didn't want – but it went ahead in any event as that letter wasn't received by Barclays. I comment on the receipt of the letter further on in my decision.

And Mr E has provided a copy of a letter he received from Barclays in June 2023 which was a 'welcome' letter to the Wealth Management Service further to its letter in March 2023 about the changes to its custody services. The letter confirmed that it had moved Mr E's account to its execution only service.

I understand from Barclays that Mr E's account was initially moved to the Wealth Management Service in 2015 and it has been corresponding with him since then with statements of account and no doubt other account information.

So, it seems most probable that Mr E's previous account with Barclays Stockbrokers was transferred to the Wealth Management Service. And I can see from a recent statement provided by Barclays that Mr E's account holds cash of around £725 and a unit trust fund valued at just under £2,000. So, I'm satisfied that Mr E does have an account with Barclays Wealth, including a unit trust holding, and I don't think Barclays has done anything wrong in continuing to write to Mr E about his account.

Mr E's request to have his funds returned to him

Mr E has provided us with a copy of his letter of 19 April 2023 addressed to Barclays in which he requested that his account be closed and the cash on account be sent to him. He also said that he had previously sold his unit trust holding.

But Barclays has told us it doesn't have any record of receiving that letter. I appreciate that Mr E is adamant that he sent the letter, but I don't have any reason to think that Barclays isn't being honest when it says it didn't receive it. If it had received it, it would have had an obligation to act on Mr E's request. And it wouldn't have been in either party's interest for it not to have acted on such an instruction. So, the fact that it didn't take any action suggests to me that it wasn't received.

While I accept this has been frustrating for Mr E – he is sure he sent the letter – but if Barclays didn't receive that letter, it couldn't have acted on his account closure instruction. And while it's known that the vast majority of correctly addressed mail is received by the intended recipient, inevitably some post does go missing. In any event, I am persuaded that Barclays didn't receive that letter so it wouldn't be fair for me to say that it did anything wrong by not acting on the instructions given in that letter.

Barclays' reasonable adjustment for Mr E's disabilities

When we asked Barclays about any adjustments it had made for Mr E it told us that its records showed that it wasn't aware of Mr E's disabilities, but it said it could add markers to the account if Mr E wanted to reflect this.

I can see that Mr E referred to his disability and his protected characteristics in line with the Equality Act 2010 in his letter to Barclays of 19 April 2023. But as referred to above, I think it's unlikely that Barclays received that letter. And Barclays has told us that it wasn't previously aware of Mr E's disabilities so hadn't made any reasonable adjustments. And if Barclays didn't know of Mr E's disabilities it wouldn't be in the position to offer him reasonable adjustments. So again, there's no evidence to suggest that Barclays has acted unfairly.

Barclays has offered to add markers to Mr E's account if he wants his disabilities recorded. I appreciate Mr E wants to close his account but if he wants his disabilities recorded on his account in the meantime, he should let Barclays know.

The closure of Mr E's account

When we contacted Barclays, it told us that at the time it didn't have enough information to handle Mr E's account closure request by post. It was arranging for Mr E to be written to with instructions about what it needed in order to close his portfolio. Once that was received it could proceed with the closure request. Mr E has told us that he prefers to communicate by letter so arranging to close his account by post sounds to most suitable method for him.

Barclays has provided a copy of its letter of 30 April 2024 which detailed what information Barclays needed in order to close the account, but Mr E said he didn't receive that letter. Barclays confirmed that it would re-send the information – which it did on 5 June 2024 – and I note our investigator also sent these onto Mr E in June 2024 as well so Mr E is now in the position where he can provide Barclays with what it needs in order to close his account. Barclays has said it is keen to help Mr E do this, but I appreciate it needs verification of his identity and proof of address in order to do so.

Mr E has told us that he will not be enter into any more correspondence with Barclays Bank UK PLC trading as Barclays Wealth Management but that it could post a cheque to him. However, Barclays has made clear it needs more information from Mr E in order to do this –

and which will involve an instruction for the sale of Mr E's unit trust holding. So, if Mr E does want his investment sold, all funds on the account returned to him and the account closed – which he has explained is his intention – then he will have to engage with Barclays and provide the information it needs from him.

Overall and taking all of the above into account, from the information and evidence presented to me, there's nothing to suggest that Barclays has done anything wrong. The complaint stems from Barclays not acting on Mr E's instructions given in his letter of 19 April 2023, but it seems most likely that wasn't received by Barclays so the account couldn't be closed, and Mr E's disabilities weren't recorded.

Mr E now has the information about what Barclays needs in order to close his account. And Barclays has also said if he wants it to make any reasonable adjustments because of his disabilities he should let it know. It is now for Mr E to engage with Barclays.

Barclays couldn't find that it had made any errors but did recognise it should have logged and addressed Mr E's complaint sooner than it did. Because of this it has offered £100. That seems fair and reasonable to me under the circumstances of the complaint, and it is for Mr E to decide whether to accept that offer.

In conclusion, I don't uphold Mr E's complaint but;

- Mr E now needs to provide Barclays with the information it requires in order to close his account. I see this involves filling out a form, providing a certified copy of his passport, driving licence or similar for identification purposes plus a certified copy of a utility bill or statement or similar as an example to verify his address.
- And Mr E needs to decide whether he wants to accept Barclays offer of £100.

My final decision

For the reasons given, I don't uphold Mr E's complaint about Barclays Bank UK PLC, trading as Barclays Wealth Management.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 29 November 2024.

Catherine Langley
Ombudsman