

The complaint

Mr W complains that Barclays Bank UK PLC unfairly closed his bank account and took too long to complete a review of his account.

What happened

The detailed background of this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In October 2022, Mr W opened a current account and savings account with Barclays. Mr W has explained that these were his main accounts – his benefits were paid into his current account, and he had several direct debits set up to cover the costs of his household living expenses.

Mr W has also explained that he is visually impaired so requires any letters to be in a larger font.

After Mr W opened his accounts, Barclays identified that it didn't capture sufficient identification and verification on his account when the account opening process was completed.

Barclays first notified Mr W of this in March 2023. The request to make an appointment was sent by email to the address held on Mr W's file at that time. Barclays sent a further request on 10 May 2023. This request was sent by email and SMS to the details provided by Mr W. Barclays sent a further written request for Mr W to verify his identity on 23 June 2023, followed by a further SMS notification on 17 August 2023, again asking Mr W to go into a branch and verify his identity.

On 15 November 2023, Barclays wrote to Mr W by email and post and told him that his accounts would be closed if he didn't comply with the requests to provide his identification and address verification by 15 January 2024.

On 12 January 2024, Mr W went into a branch and provided the information to staff. Mr W also let Barclays know he had a sight impairment and produced a medical certificate detailing his condition and how it impacted him. Staff in branch told Mr W not to worry about his accounts being closed. And updated Mr W's details with the information he provided. However, despite being assured by staff that his accounts wouldn't be closed, unfortunately, this was too late to stop the closure process. So, Barclays closed Mr W's accounts. Mr W discovered his accounts had been closed on 16 January 2024. He said Barclays didn't let him know it had closed his accounts. So, he travelled to his local branch to try and find out why despite providing the requested information, and assuring him his accounts wouldn't be closed, Barclays had gone ahead and closed his accounts. Mr W said when he went into the branch the staff member he spoke to was rude and dismissive. He said they kept rolling their eyes at him and made him feel they had no time for him, which he found very upsetting.

Mr W said the closure of his accounts left him without access to money and without access to a current account. So, he had no means of paying for any goods. Mr W said the situation has caused him emotional stress and inconvenience when trying to rearrange his banking.

As the account was closed, Mr W has also explained that he was unable to complete an account switch, so he had to physically go to a branch to open an account, go through his direct debits, and visit DWP and provide them with his new account details. Mr W has explained he had to pay for expenses of travelling and arranging people to accompany him so he could do this. Mr W has also told us that as a result of missed payments, his phone service was cut off. And he had to borrow money from friends and family until he could arrange for his benefits to be paid into an alternative account. Overall, Mr W said he found the situation humiliating and he had to visit this doctor for stress and depression. Mr W feels Barclays have lied to him and discriminated against him. To put things right he said Barclays should pay him compensation.

Mr W complained to Barclays. He said he'd not done anything wrong and had supplied the information Barclays wanted before the 15 January 2024 deadline, so Barclays shouldn't have closed his accounts. He said staff he spoke to in branch told him everything would be fine and not to worry – so he feels Barclays lied to him as his accounts were closed. Mr W said that when he first received Barclays requests for information he thought it was a scam, so he disregarded it. He also said that his mother was seriously unwell, and he was caring for her, so his focus was elsewhere.

Barclays replied to Mr W's complaint. However, the letters they sent to him in February and March 2024, weren't in large font. As a result, Mr W struggled to read the letters and had to have others read them for him. So, Mr W raised a further complaint.

In response Barclays said although the initial mistake to not capture relevant identification was made by them, they had made sufficient attempts to request Mr W to update his information. As this did not happen in a timely manner and the information was only updated after the decision to close his accounts, the accounts were closed in line with the terms and conditions on 16 January 2024.

Barclays accepted that it didn't provide Mr W with the service he should expect. It agreed that Mr W had been given conflicting information when he visited a branch that led him to believe his accounts would remain open. To put things right Barclays offered to pay Mr W £250 compensation. Barclays also accepted that the service Mr W received when he went into branch after his accounts were closed was poor and that it didn't adapt the letters it sent to Mr W after he told them about his sight difficulties. Barclays offered to pay Mr W a further £200 compensation.

Mr W remained unhappy and brought his complaint to our service. He said the £450 compensation doesn't adequately reflect the amount of trouble and upset he was caused. He said Barclays should be punished and he wants more compensation.

An investigator looked into Mr W's complaint. After reviewing everything the investigator said that Barclays offer was fair. In summary they said:

- Barclays hadn't done anything wrong when it had asked Mr W to provide information. And had done so as part of its Know Your Customer (KYC) process to comply with its legal and regulatory obligations.
- Barclays tried to get in touch with Mr W and asked him to update his details. Barclays sent Mr W an email on 3 March 2023, followed by an email and SMS on 10 May 2023. When they didn't hear back from Mr W, they followed up again by post on 23

June 2023 and with a further SMS sent on 17 August 2023.

- On 15 November 2023, Barclays contacted Mr W by post, giving him two months' notice of their intention to close his accounts on 16 January 2024. On the same date they also sent an email message to advise that if Mr W got in touch with them by 15 January 2024 this would prevent the accounts from closing.
- Although the initial error was caused by Barclays, by failing to get the required identification and verification documents, when Mr W opened his accounts the investigator was satisfied that Barclays made sufficient attempts and allowed enough time to allow Mr W to get in touch with them to update his information. As this didn't happen until 12 January 2024, and Barclays had already made a decision to close the accounts on 15 November 2023, this was actioned on 16 January 2024 and Mr W's accounts were closed.
- The investigator didn't think Barclays' decision to close the accounts was unfair or unreasonable, given that Barclays weren't able to get in touch with Mr W before they made the decision to close the accounts. However, the investigator agreed the email and letter sent on the same day would have caused Mr W confusion and misinformed him that he could still provide the requested information and retain his accounts.
- The investigator said Barclays offer of £200 (in total) for the service Mr W received when he visited a branch and sending Mr W letters in the wrong font size was fair.

Barclays agreed. Mr W didn't. He wants more compensation. So, the matter has come 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.

I'm very aware that I've summarised Mr W's complaint points. And I'm not going to respond to every single point made by him. No discourtesy is intended by me in taking this approach. Instead, I've focused on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point to be able to reach, what I think is a fair outcome.

I'm aware Mr W has complained that Barclays has failed to make reasonable adjustments for him, because of his sight impairment. In other words, has failed their 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 Mr W's want a decision that Barclays has breached the Equality Act 2010, then he'd need to go to Court.

As the investigator has already explained, Barclays has extensive legal and regulatory responsibilities they must meet when providing account services to customers. Barclays asked Mr W to provide information about his address and identification because Barclays are obliged to adhere to the regulator – the Financial Conduct Authority (FCA), Know Your Customer (KYC) responsibilities.

I appreciate that Mr W may have felt some upset and inconvenience about providing Barclays the information - especially as it was Barclays mistake in the first place that led to the requests. But as Barclays requested this information from Mr W to ensure it complies

with the regulator's KYC responsibilities, I can't reasonably say that Barclays was acting unfairly or unreasonably in asking Mr W for the information that it did.

From looking at the circumstances and evidence I can see that Barclays sent Mr W several requests via SMS, post and email to provide the information it wanted. These were sent between March and November 2023 – over nine months. So, whilst I have a good deal of sympathy for the difficult circumstances Mr W was facing at home caring for his mother, and how his disability impacts his everyday life, I think nine months is a generous amount of time for Barclays to allow Mr W to attend branch and provide the information.

Mr W attended the branch before the accounts closed, and whilst Barclays has acknowledged the branch staff could have emailed the team responsible for the account closure, due to the fact this was the last working day before the deadline, I am unsure if this would have allowed sufficient time for the planned closure to be prevented.

This being said, I'm not satisfied that the service and information Barclays provided Mr W after he'd provided his identification and address details in branch was what he could have expected. I say this because when Mr W visited the branch on 12 January 2024, staff assured him his accounts wouldn't be closed. This wasn't correct. The email that finally prompted Mr W to visit the branch also told him he had until 15 January 2024 to provide the information. Mr W visited a branch on 12 January 2024, so I don't think it unreasonable that as far as he was concerned, he had done so in time. So, I can understand why Mr W was confused and upset when he discovered Barclays had closed his accounts.

Mr W has also explained that when he visited the branch the staff member was dismissive and rude, which considering Mr W has explained his accounts being closed 'turned his world upside down' would have no doubt been upsetting. I'm also satisfied that Barclays should have taken more care and made the required adjustments to the letters it sent to Mr W after he'd told the bank he had trouble reading. Because Barclays sent Mr W letters in the wrong font he had to go to the trouble of finding another person to help him read the letters, which would have been inconvenient for him.

I've thought very carefully about all the issues Mr W raised regarding the actions of Barclays and their alleged impact on him. This includes reading Mr W's submissions about his health conditions and disability. Having done so I'm satisfied that there were instances where Barclays gave Mr W misleading information. And provided him with poor service.

Barclays has accepted that it should have shown Mr W more care and recognised the seriousness its actions had on Mr W. Barclays has accepted its service fell below what Mr W should have expected and have offered him £450 compensation to recognise the trouble and upset Mr W suffered. Mr W says this isn't enough. And doesn't reflect the amount of trouble and upset he's suffered.

It should be borne in mind that this service's aim is to ensure businesses compensate consumers where things have gone wrong. This can involve consideration of a business' policies and procedures. But we're not the industry regulator – that's the FCA – and so it's not for us to punish or fine a business or require a business to change how it operates going forward.

It's clear that Mr W is unhappy with the overall level of service he's been provided with by Barclays. And with some justification, in my view. I understand that these issues have proved frustrating and disappointing for Mr W to have encountered. I'm pleased to see that Barclays eventually recognised the impact of this on Mr W, it apologised and has offered Mr W a total of £450 by way of compensation.

I recognise that Barclays should have done better in the first place. But, the fact is, things went wrong, and that impacted on Mr W through no fault of his own. This is not the level of service Mr W would reasonably have expected to receive.

It's rarely straightforward to decide what represents an appropriate level of compensation for non-financial loss given its inherently subjective nature. Mr W, and no-one else, experienced these particular problems. I assure him I'm mindful of that.

This said, I've taken account of this service's general approach to compensation for distress and inconvenience as set out on our website. I've thought about this approach in light of the errors Barclays made and the impact on Mr W. Overall, I'm persuaded that Barclays caused Mr W loss to the extent that it was fair to have offered him some compensation for distress and inconvenience. I think a total of £450 compensation is fair taking all the circumstances into account, including the mistakes Barclays made and their impact on Mr W. So, I won't be asking Barclays to increase this amount.

In summary I realise Mr W will be disappointed by my decision. But having looked at all the evidence and circumstances of this complaint, I won't be telling Barclays to do anything more to resolve Mr W's complaint.

My final decision

Barclays Bank UK PLC has already made an offer to pay £450 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Barclays Bank UK PLC should pay Mr W £450.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 June 2025.

Sharon Kerrison
Ombudsman