

The complaint

Mrs B and Mr B are unhappy that Barclays Bank UK PLC closed their account.

What happened

Mrs B and Mr B raised a complaint with Barclays when they discovered that Barclays had closed their account without their knowledge or consent. Barclays responded to Mrs B and Mr B and explained that their account had been closed because it had been considered to have fallen into a state of dormancy.

Barclays also confirmed that they had notified Mrs B and Mr B in advance that the account would be closed and had given Mrs B and Mr B the opportunity to use the account before it was closed, so as to take the account of the dormant status.

Mrs B and Mr B weren't happy with Barclays response, especially as they hadn't received any advance notice of the account closure as Barclays maintained. So, they referred their complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Barclays had acted unfairly in how they'd managed the situation. Mrs B and Mr B remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

Barclays, like many banks, have a policy regarding accounts that aren't actively used by account holders wherein those accounts are considered to have become dormant after a set period of non-usage, and where the consequence of an account being considered dormant is that it is closed by Barclays.

Barclays have explained that it was because Mrs B and Mr B's account wasn't actively used for over two years that the account met their criteria to be considered dormant. And Barclays have further confirmed that it was because Mrs B and Mr B's account met their dormancy criteria that the account was closed.

Barclays have also confirmed that their process when an account is close to meeting the dormancy criteria is to send a letter to the account holders which explains that the account will soon be considered dormant and will be closed at that time. This letter will also explain what the account holders need to do in order to avoid the account becoming dormant and being closed – which in short, is to actively use the account again.

Barclays have demonstrated to my satisfaction that they sent such a pre-dormancy letter to Mrs B and Mr B in July 2023, and that the letter was posted to Mrs B and Mr B's correct address – the address that Mrs B and Mr B have provided to this service.

Mrs B and Mr B explain that they never received that letter and so weren't aware that their

account was close to being considered dormant. And Mrs B and Mr B also note that a regular scheduled payment was being made from the account every month, and so question whether Barclays should have considered the account as being dormant.

It's unfortunate that Mrs B and Mr B didn't receive the pre-dormancy letter Barclays sent to them in July 2023. But as explained, I'm satisfied that Barclays did send that letter to Mrs B and Mr B. And I wouldn't hold Barclays accountable for the non-delivery of correctly addressed mail, given that the delivery of mail is undertaken by a postal service over which Barclays have no direct control.

Additionally, Barclays have provided confirmation of their account dormancy process which includes that, if no response to the pre-dormancy letter is received, they will send two additional notifications to the account holders, either in the Barclays app or by text message. And Barclays note that it appears to be the case that in this instance Mrs B and Mr B were sent these further notifications as text messages.

I've asked Barclays whether they maintain a record of these further notification text messages. But Barclays have confirmed that they only maintain records of sent text messages for six months, meaning that they no longer hold a record of the text messages that would have been sent to Mrs B and Mr B.

Mrs B and Mr B say that they never received these text message notifications. But I feel that it's more likely than not that Barclays did send the notifications, given that the process to do so was automated and dependent on the continuing status of Mrs B and Mr B's account as approaching dormancy status – which remained the case.

As such, I don't feel that Barclays inability to provide confirmation of the sent notifications means that the notifications were most likely not sent. Rather, I feel that the notifications were most likely sent by Barclays to Mrs B and Mr B, but that Barclays are no longer able to confirm this because of time elapsed.

Additionally, while there was an amount coming out of Mrs B and Mr B's account every month, this amount was a fee charged by Barclays for a travel benefit pack that Mrs B and Mr B had on the account.

I can appreciate how Mrs B and Mr B might feel that the presence of this ongoing charge meant that the account was being used. But charges debited from accounts such as the travel pack charge in this instance aren't generally considered to be customer-initiated transactions, and so aren't considered to represent an instance of account usage by an account holder. This is similar to how a debit of monthly interest from an overdrawn balance would also not be considered as an instance of account usage.

All of which means that I don't feel that Barclays have acted unfairly towards Mrs B and Mr B as they contend was the case here. Instead, I feel that Barclays have acted in accordance with their account dormancy process. And while I acknowledge that Mrs B and Mr B may not have received the letter and notifications Barclays sent to them, I'm satisfied that Barclays did send the letter and most likely also sent the further text message notifications. And because of this I feel that Mrs B and Mr B's non-receipt of the letter and notifications is unfortunate, but doesn't represent any unfair action or inaction on the part of Barclays.

I also note that information about Barclays dormancy process is present on Barclays website. And if Mrs B and Mr B were of the incorrect impression that the ongoing monthly charge being taken from their account would mean that their account wouldn't be considered as being dormant, I feel that this is again unfortunate, but not unfair.

I realise this won't be the outcome that Mrs B and Mr B were wanting here, but it follows from all the above that I won't be upholding this complaint or instructing Barclays to take any further or alternative action. In short, this is because I don't feel that Barclays have acted unfairly by closing Mrs B and Mr B's account in the manner that they did.

I'm aware that Mrs B and Mr B would like Barclays to transfer the travel pack that they had on the current account, for which they were paying a monthly charge, to a different Barclays account that they hold. However, I can only refer Mrs B and Mr B to Barclays directly to make such a request, as I'm satisfied that the travel pack present on the account was invalidated at the time that the current account was fairly closed by Barclays.

Finally, I note Mrs B's distress at this account closure happening at a time when she's recovering from a serious medical condition. I offer Mrs B my personal sympathies for the difficult personal circumstances that she's endured. But from a professional perspective, it remains my decision that Barclays haven't acted unfairly here, and so I'm unable to uphold this complaint as she and Mr B would like.

I hope that Mrs B and Mr B will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 8 October 2024.

Paul Cooper
Ombudsman