

## The complaint

Mr M complains that Barclays Bank UK PLC unfairly held him liable for some disputed payments and because he's unhappy with its decision to close his account.

## What happened

Around November 2022, Mr M raised a dispute with Barclays for the following payments:

- 6 December 2020 - Adidas UK Limited - £179.95
- 22 December 2020 - Adidas UK Limited - £170
- 23 December 2020 - Adidas UK Limited - £220

Mr M told Barclays that he wasn't in possession of his card at the time – he says he was in hospital at the time and his belongings went missing during his stay there. Mr M adds that he hasn't shared his PIN with anyone.

Around the same time, the bank issued Mr M with notice that it would be closing his account. After Mr M complained, Barclays explained that it had acted fairly when it decided to hold Mr M liable for the disputed payments. The bank also said that it had exercised its commercial right to end its banking relationship with Mr M.

Remaining unhappy, Mr M asked this service for an independent review of his complaint. Our investigator concluded that the bank had closed Mr M's account fairly and in line with its terms and conditions. Mr M doesn't agree, so the complaint has been passed to me to decide.

## My provisional findings

I recently issued my provisional decision, explaining why I didn't plan on upholding this complaint:

### *Disputed payments*

*Barclays can generally only hold Mr M responsible for the disputed payments if the evidence suggests it was more likely than not that Mr M authorised them. Due to the passage of time, Barclays says it no longer holds records related to the disputed payments. So, I'm unable to determine how the disputed payments were authorised. However, given the information I've seen, I think it's more likely than not that Mr M authorised the payments he now disputes.*

*It's unclear exactly how the disputed payments were authenticated – so I can't reasonably conclude whether the payments were chip & PIN payments or online transactions carried out using Mr M's card. Mr M claims his card was missing so he couldn't have authorised the payments. However, looking at Mr M's account statements, there were numerous other payments made between 6 December 2020 and 30 December 2020.*

*Mr M hasn't disputed these other payments. So, if indeed his card was used by an unauthorised third party, I find it implausible that a third party would've only carried out the*

*three payments Mr M now disputes. I find such a possibility to be unlikely, as it would require that the third party had the opportunity to return Mr M's card and gain access to it again several weeks later to carry out the latter disputed payments.*

*We recently asked Mr M about the undisputed payments from around the time, seeking an explanation as to how the other payments could've been carried out between the period of the disputed payments, if indeed his card was missing. Mr M was unable to provide an explanation. Moreover, Mr M didn't raise his dispute with Barclays until around two years after the payments had been made, nor does it seem he reported his card missing at the time. This makes me think that Mr M's account of what happened is likely to have a degree of inaccuracy.*

*Given this, I'm not persuaded that the payments Mr M disputes were unauthorised. So I'm satisfied that Barclays fairly decided that Mr M was liable for the payments he now disputes.*

#### **Account closure**

*Barclays is entitled to close an account. However, in doing so, it must ensure it complies with the terms and conditions of the account. The terms of the account say that Barclays can close Mr M's accounts by giving him at least two months' notice. In certain circumstances, the bank can also close an account immediately.*

*Barclays gave Mr M two months' notice that it was closing his accounts. Based on the information I've seen, I'm satisfied that Barclays acted fairly and in line with its terms and conditions when doing so.*

*I understand Mr M's concern, given he would like to know why Barclays closed his accounts. But the bank is under no obligation to explain why it made this decision.*

Barclays accepted my provisional findings. Although Mr M responded expressing dissatisfaction with my decision, he didn't submit any new arguments or information.

#### **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.

As there's nothing more I need to comment on, my decision remains the same - I think Barclays acted fairly when it decided Mr M was liable for the payments he disputed. I also think that Barclays acted fairly when it decided to close Mr M's account.

#### **My final decision**

For the reasons explained above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 September 2024.

Abdul Ali  
**Ombudsman**