

## **The complaint**

Mrs C complains that Barclays Bank UK PLC didn't refund her for some unauthorised payments made from her account. She's also unhappy that the bank has closed her account.

## **What happened**

In 2023, Mrs C says she noticed several unauthorised payments from her account so she raised these as disputes with Barclays. There's a significant number of payments that Mrs C disputed throughout the period this matter has been ongoing. So, in keeping my summary concise, I won't list the payments in my decision.

Barclays investigated and refunded many of the disputes and some were refunded by the third-party merchant. Barclays says Mrs C has been refunded around £1,000 for the disputes she raised. Barclays also notified Mrs C in May 2023 that it would be closing her account.

Mrs C complained because she felt the bank hadn't considered all of the payments she disputes and because she felt its decision to close her account was unfair. Mrs C was also unhappy with the overall service provided by the bank.

In response, Barclays agreed to refund the remaining payments Mrs C disputes. The bank also says it closed Mrs C's account in line with its terms. Barclays acknowledged its service failings – including delays, incorrectly recording that Mrs C was liable for certain payments despite agreeing to refund her, and poor complaint handling – so it offered Mrs C a total of £570 compensation.

Mrs C rejected the bank's resolution and asked this service to independently review her complaint. Mrs C says she suffers from medical conditions, symptoms of which were made worse because of the stress this matter caused her. She adds that she experienced sleepless nights and felt like she was being treated like a criminal.

Our investigator concluded that Barclays acted fairly when it decided to close Mrs C's account. The investigator agreed that the compensation offer the bank had put forward was fair. And following an extensive review of all the payments Mrs C disputes, our investigator asked Barclays to refund her a further £39.64.

Mrs C didn't accept our investigator's conclusions and points to the bank's failure to record the outcome of her disputes correctly. Because a resolution hasn't been reached, the complaint has been passed to me to decide.

## **My provisional findings**

I recently issued my provisional conclusions on this complaint:

*I'm largely in agreement with our investigator's conclusions. However, I'm issuing a provisional decision so that I can set out a change to the redress being awarded and allow*

*the parties a final opportunity to submit any further comments.*

*I'd like to start by saying that I have considered all the arguments and evidence provided by both parties, but in this decision, I will be referring to and focusing on what I consider to be the main points. No discourtesy is intended by this. We aim for our decisions to be as concise as possible.*

*It's also important I set out that the number of disputed payments is significant. Our investigator has often attempted to clarify with Mrs C the payments that she thinks haven't been refunded. Although Mrs C has been responsive, I can't see that we've successfully clarified the number and value of the payments that remain under dispute. If following receipt of my provisional decision, Mrs C believes there's further disputed payments that haven't been addressed, I will need to see clear evidence to be persuaded this is the case.*

*Barclays recently sent us a list of all the payments that were disputed, accounting for information provided by us and Mrs C and providing detailed calculations. The bank concludes that £27.97 remains to be refunded and I'm persuaded by the information it has sent to support this. So I plan on instructing Barclays to pay this to Mrs C.*

*Did Mrs C authorise the payments she disputes?*

*Although our investigator explained why they think it's unlikely Mrs C authorised the payments she disputes – it's not something I think I need to reach a finding on. From the outset, Barclays seems to have accepted that the payments were unauthorised and has refunded a majority of the payments – keeping in mind that some were refunded by the merchant. And since the complaint has been with this service, Barclays hasn't sought to challenge whether certain payments were unauthorised.*

*Barclays has been willing to refund any remaining amount that Mrs C disputes and, as I explained, it recently advised us that it is willing to refund the remaining £27.97. I'm satisfied a refund of this amount fairly settles this part of Mrs C's complaint.*

*Mrs C remains unhappy that Barclays closed a number of the disputes and incorrectly recorded that Mrs C was found liable for these payments – despite agreeing to refund her. Barclays says it can no longer amend this information as the relevant disputes have been closed.*

*I understand that Mrs C finds this distressing and would like the bank to reflect the outcome of her disputes correctly. But I can't see that this error has impacted Mrs C in any way, nor has Barclays unfairly reported inaccurate information to credit reference agencies. Barclays has agreed to refund the relevant payments to Mrs C, so she hasn't experienced a loss. Moreover, Barclays offered Mrs C compensation for this as part of the service failings it identified. So I'm satisfied the bank has fairly addressed its error.*

*Did Barclays act fairly when it decided to close Mrs C's account?*

*It's generally for banks to decide whether or not they want to provide, or to continue to provide, banking facilities to any particular customer. Each bank has its own criteria and risk assessment for deciding whether to open or close accounts.*

*Providing an account to a customer is a commercial decision that a bank is entitled to take. Unless there's a good reason to do so, this service won't usually say that a bank must keep a customer. However, a bank should still make sure it hasn't exercised its discretion for*

*plainly unfair reasons, or that it was due to a mistake, and it should still comply with its terms and conditions.*

*The terms and conditions that applied to Mrs C's account set out that Barclays could close her account either by giving at least two months' notice, or in some circumstances it could close the account immediately. Barclays closed Mrs C's account with two months' notice. Based on the information I've seen, I'm satisfied it did so fairly. I appreciate Mrs C is concerned that Barclays didn't provide a reason, but the bank is under no obligation to explain why it made this decision.*

*Mrs C claims Barclays had no remit to close her account given it was a basic bank account. I've seen no evidence to persuade me that her account was indeed a basic bank account. Nevertheless, had this been the case as Mrs C says, it doesn't necessarily prevent Barclays from closing her account. The bank is simply obliged to follow certain rules when doing so.*

### **Compensation**

*Barclays points to some service failings it caused when investigating the disputed payments Mrs C raised, when dealing with the closure of her account and when it handled her complaint.*

*The bank originally offered Mrs C £320 compensation for some of these failings. It seems there's been a lack of clarity on what this figure entails – our investigator concluded that this figure also accounts for the remaining refunds due for some of the disputed payments.*

*However, having reviewed the call Mrs C had with Barclays during which this offer was made, and the final response letter that sets this out – I'm satisfied that the £320 that was offered was to compensate Mrs C for the distress and inconvenience caused by Barclays' service failings. My understanding from these communications is that any remaining refund for disputed payments was considered as a separate figure.*

*Barclays also offered Mrs C a further £250 following its review of her complaint about the closure of her account. This was in response to further service issues Mrs C experienced from Barclays.*

*Based on what I've seen, I'm satisfied that the overall compensation offered fairly puts right the service failings Barclays has caused. I empathise with Mrs C, given the health issues she's experienced because of the stress she's gone through. But I don't see fair cause to ask Barclays to increase its offer.*

*Overall, I'm satisfied that Barclays has accurately determined the remaining amount due to Mrs C for the payments she disputes. I'm also persuaded that the compensation Barclays has offered is a fair way to settle this complaint.*

### **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.

Following my provisional decision, Barclays responded accepting my findings. Mrs C responded reiterating some of her earlier submission, but she didn't express her overall position on my findings. In summary of Mrs C's recent comments:

- She remains dissatisfied with the bank's handling of the closure and her disputes, including how it recorded the outcome of some of these, and suggests Barclays has

looked to control the narrative of her complaint by telling us that the disputes can no longer be re-opened.

- She points out that some disputes are yet to be refunded and claims Barclays has received refunds from a third-party merchant that hasn't been passed onto her.
- Mrs C reiterated the impact on her health.
- She also seems to suggest that some of the details in my provisional decision are inaccurate.

Mrs C hasn't submitted any new information or evidence to substantiate what she's recently said. Based on the information and evidence I've seen from both parties, I'm satisfied my comments in my provisional decision address the key aspects of Mrs C's submissions. And I'm satisfied that my description of the facts is accurate.

So I don't see good reason to provide any additional comments here. My decision remains the same.

### **Putting things right**

In line with my provisional findings, to settle this complaint, Barclays should pay Mrs C:

- A refund of £27.97
- A total of £570 compensation

### **My final decision**

I'm upholding this complaint. Barclays Bank UK PLC should settle this complaint in line with what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 3 January 2025.

Abdul Ali  
**Ombudsman**