

## **The complaint**

Mr J complains that Barclays Bank UK PLC unfairly closed his account and won't return the funds that remained.

## **What happened**

Around April last year, Barclays wrote to Mr J advising him that it would be closing his account as of 2 November 2023. Barclays said that it was limiting its services for non-UK resident consumers – Mr J doesn't live in the UK.

Around the time Mr J's account was due to be closed, some funds were deposited into his account. His closing balance was £110.92, inclusive of any interest earned. Mr J is unhappy that Barclays hasn't sent the funds to him.

After he complained, Barclays stood by its decision. Remaining unhappy, Mr J asked this service to independently review his complaint. One of our investigators concluded that the bank had acted fairly in the way that it closed the account. The investigator also felt Mr J hadn't taken the required steps to reclaim his funds, so Barclays hadn't acted unfairly by not sending the funds to him.

Mr J doesn't agree that the bank has acted fairly. He says it is impossible for him to reclaim his funds as he no longer has access to the required information. Mr J also says that Barclays acted incorrectly when it allowed a payment to be deposited into his account when it was due to close. Mr J feels that Barclays should pay him compensation for the distress caused and for losses he says he incurred because he had to liquidate his premium bonds.

Because Mr J doesn't agree, the complaint has been passed to me for a final say.

## **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.

Having done so, I'm not upholding this complaint and I'll explain why.

It's generally for financial institutions to decide whether or not they want to provide, or to continue to provide, banking facilities to any particular customer. Each financial institution 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 financial institution 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 Mr J's account set out that Barclays could close his account either by giving at least two months' notice, or in some circumstances it could close the account immediately. In Mr J's case, Barclays provided around six months' notice of

closure to Mr J, because he isn't a UK resident. Based on what I know of Mr J's circumstances, I'm satisfied this was reasonable.

Mr J feels that Barclays has failed to facilitate the return of his funds. I can see from his statements that a payment was made into his account on 1 November – a day before his account was due to close. I can't fairly say that Barclays was wrong to allow this payment to deposit his account, given the account was still open at the time. Mr J says he's yet to receive these funds.

As our investigator pointed out, it seems Mr J hasn't carried out the required steps to reclaim these funds. Barclays tells us that it advised Mr J of what he needs to do when he contacted the bank on 13 June 2024. The bank confirms that it re-sent letters it had sent to Mr J about reclaiming his funds, given he told the bank he didn't receive them.

Based on what I've seen of the bank's reclaim process, I can't reasonably conclude that the closure of Mr J's account and the subsequent limitations in access would've prevented Mr J from reclaiming his funds. Our investigator has helpfully shared some information with Mr J and Barclays also says it explained the process to him. So I don't agree that Barclays has unfairly withheld Mr J's funds.

I appreciate Mr J had to take steps to liquidate his premium bonds with another firm because he would no longer hold a UK account to receive payments into. Mr J wants Barclays to reimburse him for his losses and compensate him. However, I can only consider awarding redress or compensation where I've concluded that the bank has done something wrong. In Mr J's case, I'm satisfied Barclays has acted fairly. So I don't see fair cause to make an award here.

So I won't be instructing Barclays to do anything more regarding this complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 7 January 2025.

Abdul Ali  
**Ombudsman**