

The complaint

Mr J complains Barclays Bank UK PLC (“Barclays”) closed his account without explanation and discriminated against him based on his neuro-diverse condition.

What happened

The details of this complaint are well known by both parties, so I won’t repeat them again here. Instead, I’ll focus on giving my reasons for my 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.

Having done so, I have decided not to uphold this complaint. I’ll explain why.

Banks in the UK, like Barclays, are strictly regulated and must take certain actions in order to meet their legal and regulatory obligations. They are also required to carry out ongoing monitoring of an existing business relationship. That sometimes means banks need to restrict, or in some cases go as far as closing, customers’ accounts.

Barclays is entitled to close an account just as a customer may close an account with it. But before Barclays closes an account, it must do so in a way, which complies with the terms and conditions of the account. The terms and conditions of the account, which Barclays and Mr J had to comply with, say that it could close the account by giving him at least two months’ notice. And in certain circumstances it can close an account immediately or with less notice.

Barclays decided to close Mr J’s account initially with two months’ notice in 2024, and then it changed its decision to do so immediately. Barclays has provided me with an explanation and supporting evidence as to why it acted in this way. Having carefully considered this, I’m satisfied Barclays acted in line with the terms and conditions of the account – and that it acted fairly and reasonably based on the evidence presented to me.

I can understand why Mr J wants a detailed explanation, but Barclays is under no obligation to provide one. I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from banks as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information Barclays has provided is information I consider should be kept confidential.

I note our Investigator signposted Mr J to Barclays for a complaint point he raised about discrimination. It’s not clear if Mr J is saying Barclays’ decision to close his account was discriminatory. But if he is, it’s something I’m satisfied I can deal with here.

I want to make clear I do not doubt how genuinely Mr J feels about this matter and the upset Barclays’ actions have caused him. While I appreciate this is Mr J’s perspective, it is not my role to decide whether discrimination has taken place as a matter of law – only the courts

have the power to decide this. I have, however, considered the relevant law in relation to what Mr J has said when deciding what I think is the fair and reasonable outcome.

Part of this has meant considering the provisions of The Equality Act 2010. But after doing so, I've not seen evidence to indicate Mr J was treated unfairly.

I would add too that if Mr J is saying Barclays failed to make reasonable adjustments for him, its internal records don't show Mr J said anything about his ADHD to Barclays. Under Barclays' accessibility and vulnerabilities records, it says Mr J's wellbeing is sometimes affected by his mood, thinking and/or behaviour – but he's generally able to manage this. I'm also satisfied that Barclays acted fairly with the information it did have about Mr J when closing his account.

As I don't think Barclays did anything wrong in closing Mr J's account in the way it did, I see no basis in which to award any compensation for the distress and inconvenience Mr J suffered.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 June 2025.

Ketan Nagla

Ombudsman