

The complaint

Mr K complains that Barclays Bank UK PLC unfairly blocked his accounts without providing a proper explanation. He is also unhappy about the amount of time Barclays has blocked his accounts. He says Barclays actions have caused him financial problems and he wants his accounts unblocked and funds released.

What happened

The detailed background of this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr K has a personal current account and five savings accounts with Barclays.

In October 2024, Barclays reviewed Mr K's accounts. Whilst it completed its review Barclays restricted Mr K's accounts. This meant Mr K wasn't able to access any money in the accounts. At the time the combined balance of the accounts was around £20,000.

Mr K complained to Barclays. He said not being able to access the money in his accounts was making things very difficult for him financially. He said Barclays hadn't explained why it was reviewing his accounts and hadn't given him a timeframe of when it would unfreeze his accounts and allow him access to his money despite him sending over 100 emails to the bank. In response, Barclays said it hadn't done anything wrong and had acted in line with its legal and regulatory obligations and the terms of the account.

Unhappy with this response Mr K brought his complaint to our service where one of our investigator's looked into what had happened. Mr K said that Barclays hadn't set out any legal basis for blocking his accounts for such a long period of time. And as a result, had breached his human rights by denying him access to his funds. He said that the money in his accounts had been legitimately earned by him and Barclays needed a Court order to carry on withholding his funds – and nothing along these lines had been shared with him. So, he said Barclays had breached his human rights and were in breach of UK legislation by continuing to withhold his funds.

The investigator reviewed everything and didn't think Barclays had treated Mr K unfairly. So, he didn't uphold the complaint. Mr K disagreed. He said he hasn't been given any information about why Barclays have blocked his account for as long as it has. And there is no legal basis for it to have blocked his accounts for as long as it has done.

As no agreement could be reached the matter has come to me to decide.

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.

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information or commercially sensitive information. It's then for me to decide whether it's fair to rely on evidence that only one party has seen. It's not a one-sided rule; either party to a complaint can submit evidence in confidence if they wish to, and we'll then decide if it's fair to rely on it. Here, the information is sensitive and on balance I don't believe it should be disclosed. But it's also clearly material to the issue of whether Barclays has treated Mr K fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

I'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focused on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. But I have read all Mr K's submissions.

I want to make it clear that I understand why what happened concerned Mr K. I've no doubt it would've come as quite a shock to him, and he would've been very worried to find out that his accounts had been blocked. But as the investigator has already explained, Barclays has extensive legal and regulatory responsibilities they must meet when providing account services to customers. They can broadly be summarised as a responsibility to protect persons from financial harm, and to prevent and detect financial crime.

I've considered the basis for Barclays's review and having done so I find this was legitimate and in line with its legal and regulatory obligations. So, I'm satisfied Barclays acted fairly by blocking Mr K's accounts. I understand Mr K would naturally want to know the information I have weighted in order to reach this finding. But as I've set out already, I am treating this information in confidence, which is a power afforded to me under the Dispute Resolution Rules (DISP), which form part of the Financial Conduct Authority's regulatory handbook.

Accordingly, I have accepted information in confidence which I am not disclosing to Mr K. And the description of that information is that it's of a nature which justifies Barclays's review, and which has led me to decide that Barclays have not treated Mr K unfairly when it blocked his accounts.

I understand of course why Mr K wants to know the exact reasons behind Barclays's decision, other than what he's been previously told. And I can see that Mr K has asked Barclays to explain itself on several occasions. But Barclays isn't obliged to tell Mr K why it blocked and reviewed his accounts, and I don't believe it would be appropriate for me to require it to do so as much as he'd like to know.

The terms and conditions of Mr K's account also make provision for Barclays to review and suspend an account. And having looked at all the evidence, I'm satisfied that Barclays have acted in line with these when it suspended Mr K's accounts.

Mr K has said that Barclays took far too long to complete its review of his accounts. I've looked at the information Barclays provided about what it was doing as part of its review. Mr K believes the law requires Barclays to release his funds within a certain timeframe without a court order. I have carefully considered what he's said. But I don't find what he has referred to obligates Barclays to release his funds after a set period. Neither do I find there is a law which sets out the length of time a bank can hold onto funds.

Mr K has said that Barclays's actions have breached his human rights by withholding his funds without justification. I make no finding on whether Mr K's human rights have been breached. I consider this is a matter that only a court could properly determine.

So, I'm not requiring Barclays to compensate Mr K for any trouble and upset he may have experienced as a result of Barclays carrying out its review, and the further dissatisfaction he experienced which ultimately flowed from not having access to the funds in his accounts, including his unhappiness with Barclays's communication and the information it didn't provide him.

In summary, I realise Mr K will be disappointed by my decision, but I won't be telling Barclays to do anything to resolve Mr K's complaint.

My final decision

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 13 May 2025.

Sharon Kerrison
Ombudsman