

The complaint

Mr P complains that Barclays Bank UK PLC unfairly closed his account. He's also unhappy that a buffer on his overdraft resulted in a direct debit payment processing successfully.

What happened

Around June last year, Mr P contacted Barclays after a direct debit payment successfully debited his account. He's unhappy Barclays processed the payment despite a lack of funds in his account, resulting in his account going into an unarranged overdraft. It later transpired that Barclays applied an additional buffer on Mr P's account, resulting in the payment debiting successfully.

Following a branch visit later that same month, Barclays issued Mr P with two weeks' notice that it would be closing his account because it felt Mr P had acted abusively and inappropriately with its branch staff. Mr P complained because he doesn't agree with the bank's actions.

In its response, Barclays explained that it hadn't made an error by allowing the direct debit payment to process and assured Mr P that he wouldn't incur any charges as a result. The bank also stood by its decision to close Mr P's account.

Remaining unhappy, Mr P asked this service to review his complaint. He says Barclays failed to cancel his direct debit and caused him difficulties raising a complaint over the phone and in branch. Mr P adds that he didn't behave in a rude or threatening manner in branch, so he wants Barclays to re-open his account.

One of our investigators issued their outcome, explaining that the bank had handled the direct debit payment fairly. The investigator wasn't satisfied that Barclays had acted fairly in the way it closed Mr P's account and asked the bank to pay him £500 compensation. Neither party agreed to the outcome our investigator reached. So the complaint has been passed to me for a final review.

My provisional findings

I recently issued my provisional decision on this complaint:

I'll explain why I'm intending to not uphold this complaint. Before I do so, I need to clarify that this service is unable to make findings on whether something constitutes discrimination as per The Equality Act 2010. This is because this service is an informal alternative to the courts, and only a court of law can make a legal finding based on the definitions set out within the act.

However, I can consider whether the bank has acted in a fair and reasonable manner, and to do that I will take several things, including The Equality Act 2010, into consideration.

Direct debit

Both Barclays and our investigator have offered an explanation as to why the direct debit

payment was successfully processed, despite a lack of funds in Mr P's account. So I won't revisit this explanation in too much detail. From what I can see, Barclays has its own internal process in place that applies a buffer to the type of account Mr P holds, allowing certain payments to debit the account despite a lack of funds. Part of this buffer is also set out in the bank's terms, where it's also pointed out that certain payments such as direct debits are ones that Barclays has guaranteed to pay.

I'm mindful that the payment in question resulted in Mr P's overdraft balance exceeding the buffer in place by £0.95. I appreciate it would've been alarming for Mr P to see that his account had gone into an unintended overdraft. But in setting up the direct debit, Mr P authorised Barclays to allow the amount in question to be claimed by the relevant third-party merchant. Barclays says Mr P wouldn't have incurred a fee in this instance.

I appreciate Mr P may have had an ongoing dispute with the merchant, but as long as his authorisation for the direct debit was in effect, it's fair for Barclays to have continued to honour it. I also haven't found any evidence that Mr P asked Barclays to cancel the direct debit prior to this transaction, nor have I seen anything that suggests it would've been unreasonable for Mr P to arrange the cancellation himself. So I don't find it unreasonable that the bank allowed the payment to debit Mr P's account.

At the time, Mr P sought to have the buffer removed but Barclays couldn't do so, and this isn't something within my remit to instruct Barclays to do either. I can only direct the bank to carry out an action where I find that it has acted unfairly – in this case, I haven't reached this conclusion, so I don't find fair cause to give Barclays such an instruction.

Moreover, it's up to Barclays how it conducts its banking services and the processes it puts in place to do so. It isn't for me to influence its commercial practices. I can see that the bank offered Mr P an indemnity on the funds, but this was refused at the time. So I won't be asking Barclays to take any action here.

Account closure

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 P'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 – one of which is due to threatening or abusive behaviour towards staff. Barclays closed Mr P's account for this reason and gave him two weeks' notice.

Mr P denies that he was abusive in branch. He says the incident was triggered by the unexpected attendance of the branch manager during his interaction with another member of staff. Mr P says it was the manager that caused things to escalate with a comment about how he should manage his funds. Mr P adds that the intervention by security exacerbated the situation as he felt intimidated and abused by them. He adds that the police were called yet the manager continued behaving unprofessionally.

Mr P feels he was discriminated against during this branch visit. To corroborate his version

of events, Mr P submitted video recordings from part of this branch visit – all of which I've reviewed.

The branch staff also provided commentary of what happened. They point out that Mr P became angry by the manager's intervention and that he was shouting, behaved aggressively, and was waving his arms. The manager adds she was told by Mr P to go away and Barclays says his behaviour made its staff feel vulnerable and uncomfortable. The bank points out that it isn't typical of it to call police and it would normally provide a warning to its customers – however, on this occasion it found Mr P's behaviour as unacceptable. The bank couldn't provide any CCTV footage.

It seems clear to me that Mr P was unhappy with the branch manager's intervention during his visit. This is also apparent from Mr P's own videos, where he clearly becomes agitated further when the manager returns to offer to assist him. I can't fairly reach a finding on why the manager spoke to Mr P about managing his money or why she was asked to intervene in the first place. But there's nothing I've seen that makes me think this was done with any ill intent, or for any reason other than to help deal with the query Mr P had raised.

Even if I'd found that Mr P had been provided with a poor level of service, this certainly doesn't warrant abusive behaviour, nor does it detract from the fact that Barclays can close an account immediately because of such behaviour.

From Mr P's own videos, it's clear that by this point he was very upset and aggravated. At times he was shouting at members of security who were unsuccessful in calming Mr P down despite multiple requests. At one point, Mr P shouted various belittling phrases at the security staff and, in my opinion, failed to listen to reason. Mr P was asked to leave multiple times but refused to do so until his complaint was submitted. Although Mr P seems to have calmed down following attendance by police officers, he appears to have become aggravated again when the branch manager returned and asked whether he will talk to her – at this point, Mr P was very vocal in how and who he wants to deal with his query.

I appreciate Mr P's concern that he found the security staff to have acted in an intimidating manner. But my role is to decide whether Barclays' decision to close his account because of his behaviour was fair – I think it was.

Mr P's videos only start after the point at which it seems security had to intervene. So although I have no footage to conclude exactly what happened before, the videos alone suggest Mr P was very agitated by this point. And my earlier comments describe what I deduced of Mr P's behaviour in these videos.

The comments from branch staff describe similar behaviour from Mr P, and ultimately his behaviour was to a degree that the staff say caused them to feel unsafe and threatened. And this correlates with the fact that security and the police had to intervene. I understand that from Mr P's point of view, he feels his behaviour didn't meet the definition of abusive behaviour. But from what I've seen, I'm satisfied that the bank's conclusions that his behaviour was abusive was reasonable.

Given what I've said, I won't be asking Barclays to do anything in relation to this complaint.

Barclays accepted my provisional findings. Mr P responded with additional comments that I'll address below.

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, my decision not to uphold this complaint stands – I'll explain why.

In summary, Mr P submitted the following comments in response to my provisional decision:

- He says there was no contractual agreement with Barclays for there to be a buffer in place on his account. Mr P acknowledges that the bank's literature refers to a £15 buffer and is unhappy this buffer was exceeded without his consent, allowing the direct debit to process.
- Mr P reiterates his concern that the bank failed to raise a data subject access request (DSAR) over the phone. Barclays previously didn't consent to this service considering this part of Mr P's complaint as the bank said it hadn't had the opportunity to respond on this matter.
- Referring to his branch visit, Mr P says the branch manager logged his complaint without his permission and produced a false report on his behalf.
- Mr P reiterates that the actions of security at the Barclays branch made him feel aggravated and intimidated. He says they behaved in a hostile manner, invading his personal space and threatening him. Mr P feels he was racially profiled. He points to there being no video evidence of him behaving abusively.
- Mr P says he'd previously asked Barclays to cancel the direct debit in question but was referred to the relevant merchant instead.
- Mr P adds that Barclays failed to respond to his complaint within the relevant timescales.

The type of account Mr P had with Barclays provided a £15 buffer as standard. Information on this is contained in the bank's literature including its terms and conditions – something which Mr P would've agreed to as part of taking out the account, even if he didn't necessarily do so via a separate contractual agreement.

I appreciate that Barclays applied an additional buffer above the existing £15, allowing the direct debit to go through and this isn't something I can see that Mr P explicitly consented to. However, as I pointed out in my provisional findings, the direct debit itself provides authorisation for payments to debit Mr P's account and to be sent to the relevant merchant.

Moreover, the additional buffer appears to be implemented as part of the bank's commercial practice, which isn't something I can instruct it to change. As the bank explains, no fees or charges were added as a result of the additional buffer, so I can't see that Mr P has experienced a loss.

Despite what Mr P says, I haven't seen any evidence that he made a request to Barclays that it cancel the direct debit for him. Nevertheless, it seems the bank explained the steps Mr P needed to take to cancel the agreement and I can see he could've done so via online banking or by contacting the merchant directly. As I mentioned, Mr P also declined the bank's offer to raise an indemnity on this payment. So I can't fairly say that Barclays has done something wrong here.

Regarding the DSAR request, Barclays says it received Mr P's request on 17 June and its response was issued seven days later. Mr P is unhappy that the request wasn't raised during a call with Barclays where he asked the call handler to raise it on his behalf.

Barclays didn't consent to this service considering this part of Mr P's complaint as it hadn't had the opportunity to respond to this point. However, I can see Mr P briefly raised this point in an email on 27 June, before the bank issued its final response letter. It's possible this point wasn't fully captured as part of the bank's investigation.

Nevertheless, I don't think I need to reach a clear finding on this point despite the bank's lack of consent for me to consider this issue. Barclays pointed out how Mr P can raise a DSAR in its final response, which is in line with what Mr P was told during the relevant call. So I'm satisfied Mr P was reasonably informed of the steps he needed to take to make the request.

Turning to Mr P's branch visit – I've already set out my conclusions on what happened so I won't repeat this again. I appreciate Mr P strongly feels he was treated with hostility and was threatened but I'm not persuaded that the actions of security staff were done so with ill intent, albeit Mr P felt that it was. However, my conclusions on what happened remain the same. So I'm satisfied that the bank's decision to close Mr P's account because of his behaviour was fair.

Mr P suggests the branch manager logged his complaint without his consent and did so inaccurately. One of the purposes of Mr P's branch visit was indeed to file his complaint. I don't find it reasonable to expect that an individual designated by Mr P needed to log the complaint for him. It's up to the branch staff to determine the most appropriate person to complete this task – a manager doing so seems reasonable to me. Looking at the issues addressed by Barclays as part of its investigation and the concerns Mr P has raised, I'm satisfied the bank considered his complaint accurately.

Mr P also suggests Barclays failed to consider his complaint within the relevant timescales. However, the bank's final response was issued on 3 July which is well within the eight-week period Barclays would've had to investigate and respond to the complaint. So I can't see that there's been a failing here.

For the reasons already explained within my provisional findings and given my additional comments, I won't be asking Barclays to do anything in relation to this complaint.

My final decision

I'm not upholding this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 May 2025.

Abdul Ali

Ombudsman