

## **The complaint**

Mr F complains Barclays Bank UK PLC unfairly blocked and closed his accounts. And by doing so, has failed to reasonably consider his circumstances. Mr F is also unhappy about the information and service Barclays provided to him.

## **What happened**

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

Mr F has told us that he was diagnosed with a serious health condition in 2018. As a result of his health condition, Mr F is visually impaired, has memory problems and a number of mental health conditions that impact his daily life. Mr F has also explained that he takes medication to manage his conditions, and that this medication can impact the way he behaves and speak to others negatively.

Mr F had a number of accounts with Barclays over the years. These include buy to let mortgages, an offset mortgage account, current accounts and savings accounts.

In April 2024, Mr F called Barclays and asked about his buy to let rates. Mr F was passed through to speak to several advisors. During the calls Mr F became racially abusive towards Barclays staff. Barclays considered reporting Ms F to police and staff had to take time off from work. Following this call Barclays decided to close Mr F's accounts – except for his account relating to his mortgages.

On 11 April 2024, Barclays wrote to Mr F giving him 90 days' notice that he'd need to make alternative banking arrangements. Mr F contacted Barclays when he received Barclays letter to find out what was happening with his accounts. During a call on 12 April 2024, he told Barclays that it wasn't him who had made the abusive calls and that his mobile phone had been stolen. Mr F also said that he had memory issues and health problems. So, Barclays should take these into accounts and make adjustments or him.

On 19 April 2024 Barclays Specialist Support Team sent a message to Mr F offering further support and if he wanted this then to reply 'Yes' to the message and they'd call him to discuss any support. Mr F had informed Barclays of memory issues due to a recent operation but didn't elaborate. Mr F didn't respond to the message, therefore a call wasn't arranged to discuss this with him further.

Mr F made further calls to Barclays and continued to be abusive. So, Barclays took the decision to block Mr F's online and telephone banking on 30 April 2024 due to his unacceptable behaviour towards Barclays staff. Mr F still had access to his card to use for purchases, and ATM withdrawals. And all direct debits were paid from the account. Mr F was directed to attend branch if he wanted to carry out any other transactions. Mr F was informed of this during a call with Barclays on 1 May 2024.



Mr F discovered that he couldn't access his mortgage accounts online and needed some information relating to his accounts to submit his tax return. So, he called Barclays to find out what was happening with his accounts and why he couldn't see them online. Mr F called Barclays on four separate occasions and each time Barclays gave him different information. Mr F also told Barclays about his health conditions, and he is vulnerable. So, he needed access to his online banking.

Mr F notified us of the specifics of Barclays of his vulnerabilities on 9 May 2024, and this was logged on his file on the same day. Barclays were unable to do so previously as Mr F previously made an indication of an operation which affected his memory, but hadn't confirmed that Barclays could record this on his account to make staff aware.

Mr F complained to Barclays about his accounts being closed and blocked. He said Barclays had given him misleading information on more than one occasion about what was going on and it hadn't treated him fairly or taken his vulnerabilities into consideration when it blocked his access to online banking. He said as a result he had to make long trips to branch which was difficult due to his health conditions. So, he said he wanted his accounts to remain open and compensation.

In response, Barclays accepted it had given Mr F misleading information when he contacted them about his accounts. It apologised and offered to pay Mr F £200 compensation for any trouble and upset this had caused him. However, it said it hadn't done anything wrong when it had blocked and closed his accounts because of Mr F's unacceptable behaviour. And it had done so in line with the terms and conditions of the accounts.

Mr F remained unhappy and brought his complaint to us where one of our investigators looked into what had happened. He said Barclays had discriminated against him given his health and disability. He said he had 12 to 18 months to live, and Barclays actions had meant he'd wasted precious time trying to sort things out when he was trying to put his affairs in order for his family. After reviewing everything and asking Mr F and Barclays for some more information the investigator partly upheld Mr F's complaint. In summary the investigator said:

- Barclays hadn't done anything wrong when it had closed Mr F's accounts and had done so in line with the account terms and conditions.
- Barclays hadn't closed Mr F's accounts linked to his mortgages, so he was still able to service these.
- Barclays had given Mr F misleading information when he contacted them about his account on four separate occasions.
- Due to Mr F's health conditions and vulnerabilities Barclays hadn't treated Mr F fairly when it blocked access to his online banking.
- To put things right the investigator said Barclays should pay Mr F £750 compensation and reopen Mr F's current account if he wanted to do so.

Mr F disagreed. He maintained Barclays haven't treated him fairly. He wants to know how the investigator arrived at £750 compensation when he has used up four months of his remaining life expectancy trying to sort out matters with Barclays.

Barclays also disagreed. They said the decision to remove Mr F's online banking was made due to his unacceptable behaviour. They explained that online banking access would also have provided an avenue for abusive behaviour via the online chat service which is maintained by its staff who could then have experienced abuse of a similar nature to the phone calls staff has with Mr F. Barclays also said that Mr F's behaviour hadn't been a one-



off isolated incident and he'd been abusive and spoken in a derogatory manner to Barclays between 2022 and 2024.

As no agreement could be reached the matter came to me to decide. After looking at everything I came to a different conclusion to the investigator. I issued a provisional decision in which I said the following:

I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr F's complaint in less detail than they have. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

So, I've gone ahead and considered things using my fair and reasonable remit. I'm required to take into account the law, rules and regulations, codes of practice – but ultimately I decide matters based on what I think is fair and reasonable.

#### *Have Barclays fairly closed Mr F's accounts*

Mr F says he didn't deliberately resort to abuse during the phone calls Barclays. And he's suggested that his health conditions are medications are to blame for his behaviour. Barclays say he did abuse them which is why they've closed his accounts down and they've pointed to the terms and conditions of the account. Barclays has also said considered reporting Mr F's behaviour to the police due to the nature and severity of what he said during the call.

Barclays gave Mr F 90 days' notice of closing his account,s despite saying he'd been abusive. If I think Barclays have reasonably decided Mr F was abusive, then Barclays have acted more than fairly – as they've given him notice when they weren't required to. If I think Barclays have unfairly decided Mr F was abusive, then Barclays haven't acted fairly – as the terms go on to say they'll give 60 days' notice if no other reasons apply.

The terms and conditions say: *'Sometimes we can end the agreement and close your accounts straight away and not provide you any notice. We'll only do this if certain things happen.... if you've behaved inappropriately either to us or when using our services. For example, you acted abusively, offensively, or violently towards employees or used abusive language in payment instructions.'*

On 11 April 2024, Barclays wrote to Mr F and said they don't tolerate abusive, threatening, or intimidating behaviour – so they were closing Mr F's accounts. They said Mr F had been racially abusive towards its advisor during the phone call a 10 April 2024. March 2024.

Mr F has said that it's not in his nature to be rude or aggressive. He said he was under a lot of pressure to get the information about his accounts to submit his tax returns and put his affairs in order in the event of his death. So, he lost his temper. He said his health conditions and the medication he is taking can also impact the way he behaves sometimes towards others. I've some sympathy for Mr F's circumstances and I'm sorry that he has been and continues to battle serious health conditions. But I must be fair to both sides, and I've also taken on board what Barclays has said and the evidence it has provided.

Barclays have provided recordings of the telephone call that took place on 10 April 2024 which resulted in Barclays deciding to close Mr F's accounts. I've listened to this call, and I'm



satisfied that Mr F was rude, aggressive, and racially abusive to Barclays's telephony agent during the call. The agent warned Mr F on more than one occasion to stop being abusive, but Mr F ignored the advisor's requests, and his behaviour worsened. Therefore, Barclays's decision to exercise their right to close Mr F's accounts as per their terms and conditions because of his abusive behaviour was legitimate, reasonable, and not unfair.

In reaching this decision I've noted that despite Mr F providing an explanation for his behaviour he called Barclays on 12 April 2024 Mr F claiming that he hadn't spoken to Barclays in an abusive, and in fact his phone had been stolen, so it was someone else claiming to be him making the call. However, having listened to a number of calls it is clear to me that the speaker on the 10 April 2024 call is Mr F. This doesn't reflect well on Mr F's integrity, as it appears he has realised that his behaviour was unacceptable but hasn't been honest through his claim that his phone had been stolen.

Also, during subsequent calls on 29 April 2024 that I've listened to Mr F's behaviour continues to be unacceptable, referring to advisors as 'monkeys' and saying they can't understand English. This leads me to conclude that Mr F's behaviour hasn't been just a one-off as he has continued with his unacceptable behaviour even after the notice to closure letter had been sent to him.

Due to Mr F continuing to be abusive, Barclays took the decision to block his access to online and telephone banking. Mr F has said due to his vulnerabilities it was unfair for Barclays to do this. He's said he relies on his online banking to check his finances and mortgages. Without online access he had to make trips to a branch which was inconvenient and difficult physically given his health conditions.

Prior to issuing my decision I asked Barclays for more information about this given what Mr F said about the impact of not having online banking access had on him. Barclays explained that it would be possible for Mr F to continue to abuse its staff via the online chat facility that the online banking access provides its customers. Given Mr F continued to abuse Barclays staff, after being warned to stop and being told his accounts were going to be closed, I think it's more likely than not Mr F's behaviour would have continued to be unacceptable.

The account terms and conditions allow Barclays to do this in specific circumstances, and this includes improper behaviour by an account holder. I appreciate the closure of Mr F's accounts came as a shock to him and caused him inconvenience. However, Barclays has a responsibility to look after and support its staff, and I think its actions here – the decision to end its banking relationship with Mr F - is reasonable and in keeping with its policy to protect their staff.

Based on all the evidence I'm satisfied that Barclays staff members felt Mr F's behaviour had been inappropriate. Having listened to all the available calls, I agree with Barclays that it's not reasonable for their staff to have to put up with the extremely offensive language and behaviour Mr F used in his call. Barclays is under a duty of care to its staff to take these concerns seriously. So, I think Barclays acted reasonably in making the decision to remove Mr F's online banking access.

Mr F has said Barclays actions are discriminatory and the bank didn't take any adjustments for him. Mr F has come to this conclusion because Barclays took away his online banking access despite him telling the bank about his disability and health conditions.

While I can appreciate this is his perspective, it is not my role to decide whether discrimination has taken place – only the courts have the power to decide this. I have,



however, considered the relevant law in relation to what Mr F 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 (The Act). I have to consider if other customers in similar situations would have been treated the same way. Having looked at all the evidence, I haven't seen anything to show that Barclays would have treated another customer with similar circumstances any differently than Mr F. After looking at all the evidence, I've not seen anything to suggest Barclays treated Mr F unfairly when it decided to block his online access and close his accounts.

On the contrary I can see that Barclays tried to get more information from Mr F about his health when he alluded to them in a phone call, but Mr F didn't want to provide any details. Barclays support team also reached out to Mr F to see what if any adjustments the needed to make. But again, Mr F declined to engage with them. I note too that Mr F didn't make Barclays aware of the specifics of his health issues until early May 2024. And that Barclays gave Mr F an extended notice period of 90 days to organise his finances. I do think Mr F had some responsibility to work with Barclays if he required reasonable adjustments. But he didn't engage with Barclays. So, when I weigh everything I can't say Barclays treated Mr F unfairly.

All of which means that I won't be upholding this aspect of Mr F's complaint or instructing Barclays to take any further or alternative action here. I realise this won't be the outcome Mr F was wanting, but I trust that he'll understand, given what I've explained, why I've made the decision I have.

Finally, Barclays has accepted it didn't provide Mr F with the service he could have expected when he called about what was happening with his accounts. Mr F made several phone calls and on each occasion he was given conflicting information which Mr F found frustrating and confusing. Mr F also had to make further calls. Having listened to the phone calls I agree that Barclays should have been clearer with Mr F about which accounts were closing. So, I'm satisfied that Mr F was caused trouble and upset. Based on this I'm satisfied that Barclays has made an error and in doing so haven't treated Mr F fairly.

To put things right Barclays has offered Mr F £200 compensation. Mr F doesn't think this enough. I am mindful of Mr F's comments regarding the impact Barclays poor communication had on him. But given the various factors here, I don't think the impact on Mr F warrants an increase in the compensation offered. I think £200 is fair and reasonable. Barclays has acknowledged its shortcomings, and I won't be asking it to increase the compensation amount.

Barclays responded and accepted my provisional decision. Mr F didn't respond.

Now both sides have had an opportunity to comment I can go ahead and issue my final 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.

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As neither party has provided anything new for me to consider, I see no reason to depart from my provisional findings, which are repeated above and form part of his decision.



I remain of the view that Barclays has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances. So, my decision is that Barclays Bank UK PLC should pay Mr F £200.

### **My final decision**

Barclays Bank UK PLC has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances. So, my decision is that Barclays Bank UK PLC should pay Mr F £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 23 July 2025.

Sharon Kerrison  
**Ombudsman**