

The complaint

Mr P, a sole trader, complains that about the way that Barclays Bank UK Plc carried out a Know Your Customer (KYC) review of his business account. He says that Barclays failed to make reasonable adjustments for him as a vulnerable customer, failed to respond to various requests, and failed to offer alternative communication methods.

What happened

Mr P told us:

- He told Barclays that he is non-verbal due to a medical condition and asked that all communication be handled via email or secure messaging. But Barclays ignored his request and repeatedly insisted on contacting him by phone or physical letter.
- Barclays did not provide an accessible communication method, which forced him to rely on its chat system – which is not suitable due to character limits, unhelpful scripted responses, and other issues.
- He submitted multiple formal complaints via email and chat between December 2024 and January 2025, but Barclays ignored most of them.
- He still has no access to his business account. He has been told that his account is now overdrawn because of charges, but he doesn't think it is fair for Barclays to apply charges when he cannot access his account.
- He believes Barclays has breached a number of rules and regulations, including the Equality Act 2010 and the bank's obligations under the Financial Conduct Authority's Consumer Duty. Barclays has also failed to comply with a Data Subject Access Request (DSAR) that he made.

Barclays told us:

- It carried out a KYC review of Mr P's account. As part of its review, it sent Mr P text messages and emails asking him to update his business details. It also applied banners to his online banking.
- Mr P completed the review online, but it needed some additional information – which Mr P did not provide. It therefore applied a block to Mr P's account.
- It has since received all the information it needed, and all blocks on Mr P's account were removed on 27 March 2025. If Mr P is still experiencing difficulties accessing his account, he will need to contact Barclays for technical support.
- It considers that it was correct to carry out its KYC review. However, it acknowledges that Mr P told it about his upcoming surgery and yet it did not mark his account correctly with the information he gave. It therefore upheld that aspect of his

complaint, and offered him £50 in compensation (subsequently increased to £150 following correspondence with our investigator).

One of our investigators looked at this complaint. She thought Barclays should pay compensation of £150 rather than £50 in light of its failure to properly take account of Mr P's inability to speak on the phone, but she didn't uphold any other aspect of his complaint. Mr P did not accept her findings, so the matter was referred to me.

Mr P later got in touch to say that Barclays had sent him a Notice To Close (NTC) letter, warning him that the bank intended to close his account on or shortly after 15 December 2025 as a result of inactivity. He said the only reason the account is inactive is that Barclays has blocked his access to it, and he asked that I take the NTC letter into account when reviewing his complaint.

My provisional decision

I issued a provisional decision on this complaint, and said:

"I should start by explaining that I do not have the legal power to do everything that Mr P would like me to do. I acknowledge his strength of feeling about the issues he has raised, but as an ombudsman my role is to decide what is fair and reasonable in the circumstances of the complaint in front of me (subject to that complaint falling within my jurisdiction). In this case, that means:

- I cannot investigate Mr P's concerns about the way that Barclays handled his complaint, because complaint handling is not an activity we cover.
- I cannot make findings about whether Barclays has breached the Equality Act 2010 (or any other legislation), because that is a matter for the courts and not for me.
- I cannot order Barclays to make general changes to its processes, because I am not a regulator. I can only give directions to Barclays in respect of Mr P's individual complaint – and only then if I am satisfied such a direction would represent a fair and reasonable resolution to his complaint.

I should also explain that I am not required to respond to the parties' arguments in detail. The Financial Ombudsman Service is an informal dispute resolution service. Whilst I have read and considered everything both parties have said, I have not commented on every point. Instead, I have concentrated on what I consider to be the crux of the complaint.

Having taken into account all the available evidence and arguments, my provisional findings on this complaint are:

- Barclays was entitled to carry out its KYC review and to ask Mr P for further information.
- Barclays did not carry out its KYC review in a fair and reasonable way. It knew that Mr P was unable to speak, and so it should not have insisted that he contact it by telephone. If Barclays had treated Mr P fairly, I think it is unlikely that it would ever have applied any restrictions to Mr P's account.
- I accept Barclays' evidence that it is not currently applying any restrictions to

Mr P's business account. If Mr P wishes to retain online access to his account, he will need to co-operate with Barclays to determine what the problem is. In the meantime, I see no reason why Barclays should not apply its usual charges.

- I don't think Barclays has done enough to put this matter right. I intend to order it to pay Mr P £500 to compensate him for the distress it caused to him. I also intend to order it to amend its customer record for Mr P to confirm that he is not able to participate in telephone calls. However, I do not intend to order Barclays to make any amendments in respect of sending physical letters to Mr P.
- With respect to the DSAR, I am not currently intending to order Barclays to send copies of Mr P's personal information to him – because I have not yet made any findings that it has made any errors relating to the issue. However, I hope that it will voluntarily agree to process a DSAR for Mr P. If Barclays does not agree to process a DSAR voluntarily, I will consider this matter in more detail before I issue my final decision.

I give more details about my findings below.

The KYC review

Banks in the UK are strictly regulated, and must take certain actions in order to comply with their legal and regulatory obligations. In that context, I have no concerns about Barclays' decision to carry out a KYC review – and indeed I note that Mr P has not complained that the review took place. Instead, his complaint is about the way the review was carried out.

I should however explain that the review is called a "Know Your Customer" review (not a "Know Your Consumer" review). Mr P has expressed concerns that perhaps Barclays should have carried out a "Know Your Business" review for his business account. But the terminology Barclays has used does not give me any concerns. Mr P was (and remains) a business customer of Barclays, "Know Your Customer" is standard industry terminology, and I don't think that Barclays' use of that standard terminology implies any wrongdoing.

Barclays' contact with Mr P

Both parties accept that Barclays did not properly record the information that Mr P provided about his health, and so there is no need for me to make detailed findings on that point.

I know that Mr P considers that Barclays has breached the Equality Act 2010. However, as an ombudsman it is not my role to say whether a business has acted unlawfully or not – that's a matter for the Courts. My role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, I have to take a number of things into account including relevant law and what I consider to have been good industry practice at the time. So although it's for the Courts to say whether Barclays has breached the Equality Act 2010, we're required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

Similarly, Mr P considers that Barclays has failed to comply with the Financial Conduct Authority's guidance on the treatment of vulnerable customers, as well as

with various elements of the Consumer Duty. But again, it is not my role to state whether Barclays has complied with various guidance, rules, or regulations. My role is to decide what is fair and reasonable in the individual circumstances of this complaint.

I agree with our investigator that Barclays did not treat Mr P fairly here. It knew that Mr P was unable to use the phone as a result of a medical condition, and yet it still told him – repeatedly – that it required him to make telephone calls. I think Barclays' actions in that respect were clearly unreasonable, and I acknowledge the distress and upset that Mr P says this caused him. It is right that Barclays should pay compensation as a result. I will consider how much compensation Barclays should pay later in this decision.

I have also considered Barclays' later communication with Mr P. Mr P told us that "email is my preferred and only suitable method of communication, given my non-verbal status". Barclays has said that in some circumstances it will send information by post or its online portal, and that it does not wish to use email for some types of correspondence because that medium is not secure.

My own view is that it is reasonable for Barclays to send some letters to Mr P by post. I appreciate that he says his non-verbal status makes email the only suitable method of communication. However, whilst Barclays has an obligation to make reasonable adjustments for its customers, it isn't required to make a bespoke process. Mr P has told us that he needs non-verbal communication and I'm satisfied that the letters and online portal also meet this requirement. I think it is also worth noting here that Barclays has made the decision to communicate in this way in certain circumstances to protect its customers. I don't think that's unreasonable. I can also see that the account's terms and conditions explain that Barclays will send certain correspondence by post. Overall, I don't think Barclays has behaved unreasonably in sending physical letters to Mr P. I have noted Mr P's comments about Consumer Duty, but I see nothing in that to prevent Barclays from sending physical letters.

Mr P's current access to his account

I can see that Barclays and Mr P are now at an impasse with respect to his ability to access his business account.

Barclays says that it is not currently applying any restrictions to Mr P's account, it does not know why he cannot access online banking, and it cannot investigate the matter without further information from Mr P.

Mr P has described the issue he is experiencing – he says his business account simply does not show up when he logs into Barclays' online banking – but he has not provided us with screenshots. Our investigator passed on Barclays' request for screenshots demonstrating the problem, but Mr P refused. He said he does not understand what our investigator expected him to provide a screenshot of when the account has been entirely removed from the interface. But he also said:

"more importantly, you are placing the onus back on me to engage with a bank that has already demonstrated an unwillingness or inability to provide meaningful support, despite my vulnerability being clearly flagged and recorded... Your recommendation that I return to the same support channels that failed me before runs counter to [the principles set out by the FCA] and fails to protect me as a vulnerable consumer."

Our investigator exchanged further correspondence with Mr P, but was not able to resolve the impasse.

I am sorry to further disappoint Mr P, but I cannot add anything to what our investigator has already said. Barclays says that it cannot identify a problem at its end with Mr P's online access. In the circumstances, I consider it is reasonable for Barclays to ask Mr P to engage with it to work out what the problem is. I think it is understandable that Mr P does not wish to engage with the bank, given what has happened before, but I also see no practical way to resolve this issue unless he does engage. Mr P could for example send Barclays a screenshot of what he sees when he logs into online banking, which would demonstrate that he can see his personal account but not his business account.

If Mr P does choose to engage with the bank and then experiences further issues, it is of course open to him to raise a further complaint about those issues.

I will not comment here about Barclays' decision to send Mr P a notice that it intends to close his account. I have no power to do so, given that the issue did not form part of Mr P's original complaint and Barclays has not yet had the opportunity to consider it. Again, it is open to Mr P to make a further complaint about that issue if he wishes to do so.

Ongoing charges

Mr P's Barclays account is currently overdrawn by a small amount. Barclays told us that the overdraft arose because it has continued to deduct the account fees that Mr P has previously agreed to pay. Mr P told us that he does not believe it is fair for Barclays to deduct fees given that he cannot access the account.

In the circumstances, I see no reason why Barclays should not deduct its usual fees once its KYC review had been completed. I understand that Mr P does not have online access to his account, but as above I think it is reasonable for Barclays to say that he needs to engage with the bank in order to resolve that issue. I have not seen evidence to persuade me that the account is entirely blocked; online access is not the only way to transfer money into and out of the account. Overall, I consider that Barclays has acted fairly with respect to charges. I also note that the compensation I intend to award to Mr P is considerably higher than the outstanding balance on the account, and so Mr P may use part of the compensation to repay the debt if he wishes.

Data Subject Access Request (DSAR)

I can see that there has been some confusion about Mr P's DSAR. DSARs can only be made by individuals, and not by limited companies or other types of business. But Mr P, as a sole trader, is certainly entitled to request that Barclays provide him with copies of his own personal data.

Barclays says that Mr P made a DSAR request in October 2024 and that it fulfilled that request. Mr P's email of 10 December 2024 says he made a DSAR request "over 30 days ago" – presumably the October 2024 request – and that it had not been fulfilled.

I don't think it would be a good use of anybody's time to engage in further arguments about whether any individual piece of Mr P's previous correspondence does or does

not constitute a DSAR. Regardless of what happened before, Mr P is entitled to ask Barclays for the personal data that it holds about him, and he has done so. Whether or not Barclays complied with a previous request in October 2024, I see no reason why it should not comply with his request now. I therefore invite Barclays to process a DSAR for Mr P. I do not intend to make any findings as to whether that would be a new DSAR or an additional DSAR.

If Barclays is not prepared to process a DSAR for Mr P, I ask it to explain why not in its response to this provisional decision.

Putting things right

Barclays initially offered to pay Mr P £50 to apologise for its failure to make reasonable adjustments for him. After discussion with our investigator, Barclays later agreed to offer £150. But after considering all the information, I don't think £150 is enough.

I have firstly considered whether this issue caused Mr P to lose money, but I don't think it did. I may change my mind on that point (or indeed on any other) in the light of further evidence from Mr P or from Barclays. Further evidence should reach me by the date shown at the top of this decision.

Mr P has said that the Barclays account was his only business account, and that the lack of access caused serious disruption to his business activities and finances. He has not yet provided any supporting evidence, but he now has the opportunity to do so. The evidence that Barclays has provided suggests that Mr P rarely used his business account during 2024, with very few transactions and a balance well below £50.

I don't know exactly how long Mr P's account was blocked for. Barclays has told us that the block was in place from 20 February 2025 to 27 March 2025, but it has also told us that it applied a block with effect from 7 December 2024. However, given that the balance of Mr P's account was negligible, and he does not appear to have been actively using the account for some considerable time, it is difficult for me to conclude his lack of access to his account (whether for a few weeks or a few months) caused him to suffer a financial loss or material inconvenience.

I am however entirely satisfied that Mr P has suffered significant distress as a result of Barclays' failure to properly record the information Mr P provided about his health. Barclays repeatedly asked Mr P to make a telephone call, which Mr P cannot do. Thinking about everything that has happened, I consider that a payment of £500 would represent fair compensation. I realise that is a large amount compared with the balance of Mr P's account, but my award here is solely for the distress caused to Mr P; my award is not intended for financial loss. As I've said, I think that Mr P suffered significant distress because of Barclays' poor behaviour, and so my provisional view is that £500 is fair.

In addition, if it has not already done so Barclays should ensure that its records show that Mr P cannot make telephone calls – and it should confirm to Mr P that it has done that.”

Barclays accepted my provisional decision, and said that it had no objection to processing a DSAR for Mr P if he were to make one. It did stress that a DSAR would only give Mr P his personal data, and would not necessarily provide him with business data.

Mr P did not accept my provisional decision. Briefly, he said:

- The central issue in this complaint is that his business account remains inaccessible. He does not believe this is a technical issue on his side, but is instead a direct result of Barclays' suspension and failure to reinstate the account view within its app.
- The restriction of his account is not a new issue. In practice, the restriction on his account has never been lifted, despite Barclays' claim that it has. The bank's refusal to use email makes it impossible for him to provide the screenshots it has requested.
- He cannot bring his business account into credit when the account is not visible or operable.
- Barclays' approach to charges is a breach of the Consumer Duty, given that the bank is charging him for an account he cannot use.
- The closure of his account is also part of the same complaint. The Financial Ombudsman Service's published approach to vulnerable complainants highlights that firms must adapt processes to avoid compounding detriment, and treating closure as unrelated is inconsistent with that principle.
- He wishes to clarify that he did not request that all correspondence be by email in future. His request that he be contacted by email was made when he was in hospital, and when he was recovering away from his home. Now that he is back at home, he is happy to receive letters to his registered address. But he still needs to resolve live account issues, and Barclays must therefore make email available as a reasonable adjustment. Denying him that option is inconsistent with both the Equality Act 2010 and with the Financial Ombudsman Service's own expectation that businesses "act flexibly and pragmatically to meet customers' needs".

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 reached the same conclusions as I did in my provisional decision, for the same reasons. I therefore confirm those provisional conclusions as final, but I will make some additional comments below.

As I said in my provisional decision, I accept that Barclays does not know why Mr P is unable to access his account via online banking. I know Mr P believes his current inability to access the account is a direct result of the KYC issues. However, I accept Barclays' evidence that is no longer applying blocks to Mr P's account. I therefore remain satisfied that Mr P's current inability to access his account is a separate issue. That means I cannot consider it as part of this complaint. Similarly, for the reasons I gave in my provisional decision I cannot now consider Mr P's concerns about the Notice to Close in this decision.

It is of course open to Mr P to make further complaints to Barclays, and potentially to refer that complaint to our service. I do not wish to say anything here that could be seen as prejudging the outcome of that complaint or complaints, but I will say that I cannot see any practical way for the issue to be resolved unless Mr P and Barclays have further communication with each other. Barclays will of course need to communicate with Mr P using some method other than the telephone. (I note that even if Mr P had been able to speak to Barclays over the phone, he would still have needed some other communication

method in order to provide the screenshots that Barclays has requested.)

I make no order here as to precisely how Barclays should communicate with Mr P in future.

It's not our role to say whether a business has acted unlawfully or not – that's a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So although it's for the Courts to say whether or not Barclays has breached the Equality Act 2010, we're required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

As I said in my provisional decision, whilst Barclays has an obligation to make reasonable adjustments for disabled customers, it is not obliged to design a bespoke process for Mr P. Again, if Mr P is unhappy about his future contact with Barclays, it will be open to him to make another complaint.

I note that Mr P did not require online access to his business account – or indeed any access to that account – in order to make a payment into it. He knew the sort code and account number, and so he could have made payments from any other account.

Looking solely at Mr P's complaint about the consequences of Barclays' KYC review, I still consider that £500 represents fair compensation. I acknowledge that amount is much higher than the balance of Mr P's account, but my award is for the significant distress Mr P suffered as a result of Barclays' poor behaviour, and not in respect of financial loss.

I acknowledge that Mr P will be very disappointed by my findings, particularly as he is still not able to access his account. But having considered all of the evidence provided by both parties, I consider that my findings represent a fair and reasonable outcome to his complaint about the KYC issues.

My final decision

I intend to order Barclays to:

- Pay Mr P £500 in compensation.
- Ensure that its records show that Mr P cannot make telephone calls, and confirm that in writing to Mr P.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 3 November 2025.

Laura Colman
Ombudsman