

## The complaint

A company that I will refer to as J, complains that Barclays Bank UK PLC unfairly closed its account. And by doing so, has failed to reasonably consider its circumstances.

Mr J, a director of, brings the complaint on behalf of J.

Mr J 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.

J had a business account with Barclays.

On 6 March 2025, Mr J called Barclays and asked about J's bounce back loan repayments. Mr J was passed through to speak to several advisors and had some difficulty clearing Barclays security questions. During the calls Mr J became abusive and shouted at Barclays staff. In his final call Mr J made a serious threat against Barclays.

Following these calls Barclays decided to close J's account.

On 21 May 2025, Barclays wrote to Mr J giving him 7 days' notice that he'd need to make alternative banking arrangements for J. Mr J contacted to find out what was happening with J's account. He asked Barclays to send him recordings of the calls to substantiate its allegations he was threatening and abusive. Mr J also said he never received the letter Barclays sent to him about closing J's account.

Mr J complained to Barclays. He said he had to make several calls which were then disconnected, and he never received promised call backs. Mr J said this was frustrating and time wasting. Mr J said Barclays haven't substantiated any allegations he was rude, abusive or threatening So, it was unfair for the bank to close J's account. Mr J said because of Barclays closing J's account his business was put into severe financial difficulties, and he had to try and find another bank account in a very short space of time.

In response, Barclays apologised for any inconvenience Mr J was caused during the calls he had with staff. But it said it hadn't done anything wrong when it closed J's account and had done so in line with the terms and conditions of the account.

Mr J remained unhappy and brought his complaint to us where one of our investigators looked into what had happened. The investigator didn't uphold J's complaint.

Mr J disagreed. He maintained Barclays haven't treated J fairly. He says Barclays have accused him of something and not provided any evidence to substantiate things. So, he's not had an opportunity to rebuff Barclays allegations and defend himself.

As no agreement could be reached the matter came 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 J fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

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 J'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 J's account

Mr J says he wasn't abusive or threatening when he spoke to Barclays. Barclays say Mr J did abuse and threaten them which is why they've closed J's account down and they've pointed to the terms and conditions of the account. Barclays has also said they had to report Mr J's behaviour to the police.

Barclays gave Mr J 7 days' notice of closing J's account, despite saying he'd been abusive and threatening. If I think Barclays have reasonably decided Mr J 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 J was abusive, then Barclays haven't acted fairly – as the terms go on to say they'll give 90 days' notice if no other reasons apply.

The terms and conditions say: 'We may also end this agreement immediately or on less notice (and stop providing services and close your account) if we reasonably believe you behave in a threatening or abusive manner to our staff'.

On 21 May 2025, Barclays wrote to Mr J and said they don't tolerate abusive, threatening, or inappropriate behaviour – so they were closing J's account. They said Mr J had been threatening and abusive during phone calls on 6 March 2025.

Mr J has said that he hasn't had an opportunity to defend himself because Barclays haven't given him any call recordings of the conversations he had with Barclays on 6 March 2025.

So, he says Barclays haven't substantiated what it's alleged. But I've also taken on board what Barclays has said and the evidence it has provided.

Barclays have provided recordings to our service of the telephone calls that took place on 6 March 2025 which resulted in Barclays deciding to close J's account. I've listened to these calls, and I'm satisfied that Mr J was rude, aggressive, and threatening to Barclays's telephony agents during the calls. I'm also satisfied that Mr J made a very serious threat during his last call with Barclays. Therefore, Barclays's decision to exercise their right to close J's account as per their terms and conditions because of his abusive and threatening behaviour was legitimate, reasonable, and not unfair.

In reaching this decision I've noted that despite Mr J saying he hasn't had an opportunity to rebuff Barclays allegations having listened to a number of calls it is clear to me that the speaker on the 6 March 2025 calls is Mr J. I say this because I have also listened to the calls Mr J has made to our service. And I note that the calls made to Barclays were made from Mr J's mobile phone number. I appreciate Mr J may find this frustrating, but I hope it gives him some reassurance that someone independent has also considered it.

I acknowledge that the closure of J's account came as a shock to Mr J and caused J 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 J - 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 J'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 abusive and threatening behaviour Mr J used in his calls. Barclays is under a duty of care to its staff to take these concerns seriously.

Mr J has said he never received the closure letter Barclays sent to him on 21 May 2025. I've seen a copy of the letter, which is correctly addressed. And Barclays has provided evidence to show that it dispatched the letter to Mr J. Mr J hasn't said he was having any problems with his post at the time, so I think it's more likely than not that Mr J received the letter.

Finally, Mr J says is unhappy with the service he received from Barclays when he called them. He said some of his calls were disconnected and he never received promised call backs. So, Mr J says he had to make unnecessary calls and spent hours on the phone when he should have been running his business. Barclays have apologised for any inconvenience the calls disconnecting had on Mr J and not calling Mr J back when it said it would. Having looked at all the circumstances of this complaint I think this is a fair and reasonable way to resolve this aspect of J's complaint.

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

### 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 J to accept or reject my decision before 17 November 2025.

Sharon Kerrison
Ombudsman