

The complaint

A company I'll call H complains that Barclays Bank PLC (Barclays) recorded it on the Member Alert to Control High-Risk Merchants list (MATCH list). It says this has caused harm to its business, and it wants Barclays to remove the marker.

H is represented by its director, Mr L.

What happened

In 2021, H briefly used Barclays as its merchant services provider. However, Barclays terminated the arrangement in December 2021, so H went on to look for a new provider. In February 2024, H discovered that Barclays had recorded it on the MATCH list when it exited H. It says that had caused it difficulty in obtaining merchant facilities elsewhere, and that it had been rejected by various companies over the years.

H complained to Barclays, and asked it to remove its name from the MATCH list. However, Barclays declined to do so. It said it had carried out a review, but wouldn't explain why it had reached its decision, because it wasn't obliged to do so.

Mr L didn't accept Barclays' response, so he brought H's complaint to our service. Our Investigator carried out a review and determined Barclays hadn't acted fairly in adding H to the MATCH list. She said Barclays should remove the entry, but she didn't award H the compensation it was seeking. She said she wasn't satisfied that there was a link between the losses H claimed and Barclays' actions, and she noted that over two years had passed between the recording being made and H discovering the same, which she said brought into question the severity of the impact claimed.

Mr L accepted our Investigators' findings, but Barclays didn't. It didn't provide any further evidence, but it made further submissions, insisting it had complied with its terms of business and its duties under the MATCH list scheme. Our Investigator didn't change her mind, and she gave Barclays a further explanation of her rationale. However, Barclays maintained its position, so it asked for an Ombudsman to review the case afresh.

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.

Firstly, I should say that I'm aware I've summarised the events of this complaint in far less detail than the parties, and that I've done so using my own words. The reason for this is that I've focussed on what I think are the key issues here, which our rules allow me to do.

This approach simply reflects the informal nature of our service as a free alternative to the courts. And 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 in this case. I've also borne in mind the nature of Barclays' obligations here. It has explained to Mr L that it isn't obliged to divulge its rationale, and I've kept that in mind when setting out my own findings here.

So, if there's something I've not mentioned, it isn't because I've ignored it, and I must stress that I've considered everything both Barclays and Mr L have said, before reaching my decision.

Having reviewed the complaint, there's not much I can add to what our Investigator has already told Barclays. I understand it has obligations to report customers to MATCH, and that its terms of business allow it to make such reports. In reaching my decision, I've considered Barclays' duties and its terms of business, as well as things like regulations and standard industry practice. But ultimately, I've decided what I consider to be fair and reasonable in this complaint, taking into account all of the particular circumstances of it.

Having reviewed Barclays' rationale, I understand why it decided it no longer wanted to keep H as a customer. It identified concerns that it considered fell outside of its appetite for risk, and it duly exercised its right to terminate its contract with H.

Barclays has also made submissions about the impact of an entry onto the MATCH list. However, I consider that its submissions on that point don't properly reflect the impact the entry onto the MATCH list had on H. By exiting H, Barclays simply put H into the position whereby it would need to find another provider. Adding H's name to the MATCH list has the potential to cause significantly greater harm and it stands to reason that other providers will have considered the entry when deciding whether to accept H as a new customer.

As such, while I'm satisfied Barclays acted reasonably in deciding to exit H, the bar for adding H to the MATCH list is higher than the bar for exiting a customer. Barclays had opportunities to probe further in its investigation into H, but didn't do so. And I'm not persuaded by the evidence Barclays has submitted that it was reasonable to apply for the MATCH list entry.

During her Investigation, our Investigator broadly set out the position I would apply to this complaint, and explained why she wasn't satisfied Barclays had acted fairly and reasonably here. I've considered the submissions Barclays made in response, but I'm not persuaded it has justified its actions here. And so, Barclays must remove H's name from the MATCH list.

While Mr L accepted our Investigator's findings, he did seek compensation in addition to removal of the MATCH list entry. He did provide evidence to suggest that one provider had sought to terminate its services on discovery of the MATCH list entry, and of a customer who had decided not to proceed with a booking, because H couldn't accept card payments.

However, the evidence Mr L submitted relates to events that took place within the last three weeks, and Mr L is claiming compensation for the impact over the last three years. While I'm satisfied the MATCH list entry will have been a factor in the historic rejections H experienced, I haven't seen evidence to show that they will have been the sole reason for the rejections, or that the rejections wouldn't have happened in any event.

And while Mr L has submitted evidence to show H lost one transaction, he hasn't submitted compelling evidence that shows the losses claimed. In order to make such an award, I would need to see sufficient particulars of the loss, with evidence in support. And Mr L hasn't provided either.

Notwithstanding that, when deciding whether or not to award compensation, I've considered all of the circumstances of this complaint, including what happened during Barclays' initial review. And having done so, I'm not persuaded it would be appropriate to award compensation here, and I consider removing of the MATCH entry is sufficient.

In view of Mr L's recent correspondence from H's provider, Barclays must apply for H's removal promptly upon Mr L's confirmation that H accepts my decision. This decision will of course be published, but that will take some time, so Mr L may wish to share this decision with H's providers in the meantime.

My final decision

My final decision is that Barclays Bank PLC must arrange for the MATCH list entry H complains of to be removed.

Under the rules of the Financial Ombudsman Service, I'm required to ask H to accept or reject my decision before 4 March 2026.

Alex Brooke-Smith
Ombudsman