

complaint

Mrs B complains that Barclays Bank Plc closed her account. The bank did this after it said her husband was abusive to its staff when he was speaking to them about problems with the account. Mrs B's helped in her complaint by her husband.

background

Although the account in question is in Mrs B's sole name, her husband's role in this complaint is important. So I need to refer to him – as Mr B – and his actions. And in places it's easier to refer to both of them as it's clear Mr B's as concerned about what's happened as Mrs B (he refers to "we" a lot during the telephone call in question).

Mrs B rang Barclays over problems with her account. She authorised Mr B to speak to the bank on her behalf.

Mr B wanted (Mrs B) to have a dedicated senior contact to deal all the problems they say they'd been having with Mrs B's account. I won't go into these in detail as they do not affect the issue I have to consider. But I think a reasonable summary of the main points is they:

- thought Barclays had been lying about issues over PPI premiums they'd paid. The bank had previously told them they hadn't paid any PPI premiums but had recently credited Mrs B's account following a successful claim for a refund;
- said the bank had taken money out of the account despite Mrs B returning a form to say transactions in Mr B's name on a gambling website weren't made by them. It seems Mrs B had been the victim of fraud using her debit card on several occasions over recent months (despite Barclays sending new cards on a regular basis); and
- said it was only because the disputed transactions were still on the account that it was above the agreed overdraft limit, which the bank wanted Mrs B to repay.

The call was terminated after Mr B used foul language towards a member of the bank's staff. Barclays then decided to close Mrs B's account and gave her 60 days' notice of doing so. And it said the overdrawn balance on the account had to be repaid. When Mrs B complained about this, the bank confirmed it had closed the account because it considered Mr B had been abusive to its staff.

As Mrs B didn't agree with what Barclays said, one of our adjudicators looked into what had happened. But – in summary – he didn't think the bank had done anything wrong.

He said a bank could give notice to close an account. It didn't really need to give any reason – but it seemed clear what had led to Barclays' decision. And the adjudicator said it was right the bank ask for the overdrawn balance to be repaid. It was above the agreed overdraft limit.

Mrs B didn't agree with the adjudicator's view – and both she and Mr B said the adjudicator had taken the bank's word without providing any evidence. They said he was "in the pockets of the bank". Barclays couldn't close Mrs B's account because of the actions of a third party (Mr B) – that wasn't allowed under the contract (terms and conditions of the account). And they still disputed Mrs B owed the bank (as much) money because she hadn't spent the money on the gambling website.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'll be frank here. I've listened to the call where Mr B speaks to Barclays on behalf of Mrs B. I'm not surprised Barclays decided to close Mrs B's account. From the start of that call, I consider Mr B's tone to be aggressive. It later becomes abusive. No member of a bank's staff should be subject to verbal abuse. That's not acceptable.

Mr and Mrs B argue that Barclays can't close her account because of the actions of Mr B. There's perhaps a legal point to be debated there. But as an informal dispute resolution service we have a wider remit than the courts. We look at what's fair and reasonable in all of the circumstances.

Even if I accepted Barclays had acted outside the strict terms and conditions of the account (the contract), I wouldn't direct the bank to re-open Mrs B's account. That's because it's not reasonable for staff to be spoken to as Mr B did during the call I've listened to.

I'm aware Mrs B hasn't had full access to all the services she used to have during the notice period. This may be a bit frustrating. But Barclays (and banks in general) offers a range of services associated with accounts. I don't think they're obliged to provide all of them all of the time. And it seems to me that Barclays may have restricted some services so that the overdrawn balance on the account didn't increase. That seems sensible.

It's important I make it clear we are an impartial service. We do not take sides (as Mr and Mrs B say). Where we feel a bank has made a mistake, we'll tell it to put things right. But I'm satisfied that's not the case here.

Given how strongly Mr and Mrs B feel about what's happened they may want to take the matter further through other routes. I'm aware Mr B referred to legal action in his call to Barclays. Obviously that's not something I can advise him (or Mrs B) on. But my decision brings to an end what we – in trying to resolve this dispute informally – can do for Mrs B. I know this will disappoint both her and Mr B.

my final decision

For the reasons I've given my final decision is that Barclays Bank Plc doesn't have to take any action to address the concerns raised in this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 22 July 2016.

Andrew Davies
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