

complaint

Mr T complains that Barclays Bank Plc has closed his accounts and registered adverse information about him with CIFAS. Mr T is also unhappy that it hasn't been explained to him as to why the bank has taken these actions.

background

Mr T doesn't think he's been treated fairly and he's had difficulty in being able to open another account. And our adjudicator acknowledged that Mr T had provided extensive supporting evidence to show that bitcoin broking income that he'd received didn't appear to be unusual.

But he said Barclays' decision to close his account and upload a marker to CIFAS was based on an overall assessment of how Mr T had managed his accounts, rather than simply as a result of his bitcoin trading.

The adjudicator wasn't able to share with Mr T some of the evidence Barclays had presented in this matter but he didn't think it had acted incorrectly. He considered the information Barclays had recorded on CIFAS was likely to be accurate and due to the nature of what he believed had happened and the regulatory and legal obligations of the bank, he also considered Barclays was obliged to make a report to CIFAS.

In light of what he'd said, the adjudicator didn't consider he could recommend that Barclays remove any adverse information recorded with CIFAS or ask it to take any other action for having closed the account.

Mr T has asked that his complaint be reviewed. He maintains that all transactions on his accounts are legitimate, including those concerning the buying and selling of bitcoins, and can be proven as such. He says that any allegations against him are not sufficiently proven for a CIFAS marker to have been applied. Mr T has also sought to explain references applied to certain transactions that, on the face of it, he says may have looked strange.

my findings

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've come to the same findings and conclusions as the adjudicator. A bank is entitled to end its banking relationship with a customer by closing accounts they hold with it; just the same as a customer of a bank is entitled to decide to end the relationship themselves.

No explanation is required to be provided and I can't fairly and reasonably require the bank to provide banking services simply because a person, or business, is already a customer and wants to remain so.

Of course, a bank is expected to adopt a set of procedures for administering an account and for closing accounts, observing what notice it should consider providing. This should take into account what is said in the accounts' terms and conditions. And the bank has such procedures in place.

But it also has legal and regulatory obligations to observe when administering accounts. And I'm not aware that Barclays has failed to follow its own procedures or to comply with relevant terms and conditions here.

Taking everything into account, including what the bank concluded about the manner in which Mr T authorised and accepted transactions on his account, I can't say Barclays has acted inappropriately when closing Mr T's accounts and ceasing its relationship with him.

That all said, I recognise that Mr T is primarily concerned now with the CIFAS marker that Barclays has applied; based on the apparent inconsistency between his claimed innocence as to how he's used his accounts, and the bank's adverse marker that it's applied.

I've carefully considered all that Mr T has said and presented. And I acknowledge that Mr T believes that Barclays hasn't been as forthcoming about the reasons for recording the CIFAS marker as he thinks it might have been. But I have to decide whether Barclays has acted fairly and reasonably, in all the circumstances.

As mentioned earlier, the bank has regulatory and legal obligations to comply with. And it's also the case that in dealing with certain matters, and observing those obligations, the bank can't always share all the information or thinking that it has available to it. Having done so, again, taking everything into account, I can't say that the bank has acted unfairly or unreasonably in applying the CIFAS marker that it has in respect of Mr T.

I appreciate that Mr T will be disappointed with my decision; he robustly claims that there are no grounds for any activity on his accounts to be subject to dispute or negative allegation. But I don't consider I can fairly and reasonably require the bank to reopen Mr T's accounts, remove the CIFAS marker, pay compensation or take any other action.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 21 November 2016.

Ray Neighbour
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