

complaint

Mr E complains that Barclays Bank plc failed to close his account when he asked it to, leading to financial loss.

background

Mr E says he asked Barclays to close his current account. He returned his card to the bank and paid in enough money to bring the balance to zero after accounting for a pending £8 charge. Mr E says the bank told him the account was closed, and that his salary credit would be returned to his employer. Instead, the wages were credited to the account, and the bank then allowed payments to be taken under a standing authority Mr E had previously given to a third party.

Mr E says the bank's actions meant he could not access his wages, and affected his ability to make alternative arrangements with the third party. Barclays replied to say that it had no record of Mr E asking to close the account. It suggested he take up the matter of a refund with the third party.

Our adjudicator considered that, on balance, it was likely Mr E had asked to close his account. She thought Mr E's action in depositing the money and handing back his card supported such a request, even if Barclays had not recorded this. The adjudicator added that in closing the account, Mr E was effectively withdrawing his standing authority. She noted that in some circumstances, this would mean Barclays should refund the money paid to the third party. But the adjudicator did not consider this would be the best way to resolve Mr E's complaint, because this would have led to him still owing money to the third party. Instead, she recommended Barclays pay Mr E £200 in recognition of his distress and inconvenience.

Mr E indicated he was willing to accept this proposal. But Barclays said it did not agree Mr E would have been unaware of the pending charge because it had sent him a letter the day before his branch visit. It also said that it had issued a replacement card, rather than accepting Mr E's card as part of the account closure process.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where there is a dispute about what happened, I have based my decision on what I consider most likely to have happened in the light of the available evidence.

I am satisfied that Mr E visited Barclays with the intention of closing his account. He has given a detailed account of his conversations with the cashier and branch manager, which led him to deposit money to cover the overdrawn balance and pending charge. I have difficulty in understanding Barclays' response to the adjudicator in respect of the pending charge. Mr E has never said that he was unaware of it; indeed, he says he paid in money to cover it. The fact that Barclays issued a replacement card does not mean that Mr E asked it to do so.

I can see that Barclays may not have been able to close the account whilst the charge was pending – there would have been a credit balance of £8 until the charge was applied to the

account. But I am satisfied Mr E had made his intention clear in respect of the closure, and that the bank's failure to act on his instruction led to his wages being credited rather than returned, and to the subsequent third party payments. This caused Mr E distress and inconvenience for which he should receive compensation. I consider the £200 the adjudicator proposed to be fair in this respect.

my final decision

My final decision is that I uphold this complaint. In full and final settlement of it, Barclays Bank plc should pay Mr E £200.

Niall Taylor
ombudsman