

## **The complaint**

Mr S complains Barclays Bank UK PLC (“Barclays”) closed his account without notice nor explanation. Mr S adds Barclays has discriminated against him due to his religion.

Mr S says Barclays’ actions have caused him financial loss, distress, and inconvenience.

## **What happened**

In October 2023, Barclays informed Mr S that it was closing his accounts with immediate effect. Unhappy with Barclays’ decision, Mr S complained. Barclays didn’t uphold Mr S’ complaint. In summary, Barclays said it had acted correctly and in line with the terms of the account in doing so. And it didn’t need to give Mr S an explanation.

Mr S referred his complaint to this service. One of our Investigator’s looked into Mr S’ complaint, and they recommended it wasn’t upheld. In short, they found:

- Barclays closed Mr S’ account in line with the terms of the account, and in line with its legal and regulatory obligations
- Barclays hasn’t discriminated against Mr S
- Barclays isn’t obliged to give Mr S an explanation for why it closed his account

Mr S didn’t agree with what our Investigator said. He says he’s suffered financial loss as money due to be sent to his Barclays account had to be delayed. He also says the anxiety he suffered, and impact to his mental health, hasn’t been considered.

Our Investigator responded that as they hadn’t recommended the complaint is upheld, they can’t consider any impact to Mr S - and therefore award any compensation.

As there is no agreement, this complaint has been passed 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.

Having done so, I’ve decided not to uphold Mr S’ complaint. I know this will disappoint him, so I’ll explain why.

Banks in the UK, like Barclays, are strictly regulated and must take certain actions in order to meet their legal and regulatory obligations. They are also required to carry out ongoing monitoring of an existing business relationship. That sometimes means banks need to restrict, or in some cases go as far as closing, customers’ accounts.

Barclays is entitled to close an account just as a customer may close an account with it. But before Barclays closes an account, it must do so in a way, which complies with the terms and conditions of the account.

The terms and conditions of the account, which Barclays and Mr S had to comply with, say that it could close the account by giving him at least two months' notice. And in certain circumstances it can close an account immediately or with less notice. Having looked at the information given to me by Barclays, I'm satisfied it was entitled to close the account in the way that it has done.

I know Mr S would like an explanation. But Barclays is under no obligation to do so. I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from banks as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information Barclays has provided is information we consider should be kept confidential.

Mr S says Barclays acted in the way it did due to discriminatory reasons based on his religious beliefs. I'd like to assure Mr S that I've very carefully considered everything he's said about this. And I want to make clear I do not doubt how genuinely he feels about this matter and the upset Barclays' actions have caused him.

But I've not seen anything which shows Barclays treated Mr S unfairly because of a protected characteristic. And while I appreciate this is his perspective, it is not my role to decide whether discrimination has taken place as a matter of law – only the courts have the power to decide this.

I have, however, considered the relevant law in relation to what Mr S has said when deciding what I think is the fair and reasonable outcome. Part of this has meant considering the provisions of The Equality Act 2010. But after doing so, I've not seen evidence to indicate Mr S was discriminated against on the grounds of his race. So I haven't found that Barclays' behaviour was improper.

Instead, and as I've said already, there are a large number of regulations and laws that financial businesses must take heed of in running customer's accounts. And it is in relation to those obligations that I find Barclays' decision to close Mr S' account was made.

Mr S says this matter has caused him financial loss. He also says it has caused him significant distress and inconvenience. I do appreciate this matter would've caused him some difficulty. But having looked at what's happened in this particular case, I can see no basis on which I might make an award against Barclays given I don't think it's done anything wrong in closing the account in the way it has.

So I'm not going to ask Barclays to compensate Mr S for any financial loss, distress, and inconvenience this may have caused.

### **My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 April 2024.

Ketan Nagla  
**Ombudsman**