

## The complaint

Ms H complains that Barclays Bank UK PLC closed her accounts, and she hasn't been able to access her funds. She would like her accounts reopened and compensation.

## What happened

Ms H had four accounts with Barclays.

Ms H has told us that she has been living abroad for a number of years. She explained that in September 2022 at Barclays request she changed her address with Barclays to an address abroad in order to receive a new debit card for her accounts. Ms H has said she still has a house in the UK and that was her original address with Barclays. Ms H has said that because of her health issues and her religion she has lived abroad for a number of years.

Ms H received her debit card by courier to the address she had given Barclays for correspondence abroad in September 2022.

In January 2023 Barclays reviewed Ms H's accounts and as a customer living abroad her accounts were earmarked for closure. Barclays recently made a business decision to no longer offer accounts to customers who lived abroad or had addresses abroad.

Ms H said she went to use her card in September 2023 and found she couldn't access the funds in her account.

She contacted Barclays by phone and found out her account had been closed and her funds put in a sundry account. Ms H was told she would have to follow a particular process to have access to her funds.

Ms H was unhappy with the closure. She had no access to funds to pay for her rent, medicine and everyday essential items like food. This situation affected Ms H's mental health as she was vulnerable.

Ms H complained to our service. One of the investigators looked into the complaint. He thought Barclays had done nothing wrong when they decided to close Ms H's accounts. The investigator thought Ms H had been given warning of the closure as Barclays had sent three letters to her correspondence address abroad. Due to Ms H's vulnerable situation, he liaised with Barclays to amend the process they usually follow to allow Ms H to access her funds. He said that Ms H would need to open an account abroad to receive her funds, but the funds would be transferred directly to her new account.

Ms H disagreed with the view. She maintained Barclays shouldn't have closed her accounts because she was a British citizen with property in the UK and the address she had given abroad was to make it possible to receive her new cards so she could access her funds; it wasn't her home address.

A different investigator looked at the case again. He thought that Barclays had done nothing wrong when they decided to close Ms H's accounts. He asked Barclays to send Ms H her

funds as she had been without funds for some time and her situation both physically and mentally was very difficult. Barclays agreed to send Ms H her funds either to an account of a friend or relative abroad or to another account of Ms H abroad. Our second investigator thought this was fair.

Ms H disagreed. She still thought that Barclays had acted unfairly when they closed her accounts and she maintained she wasn't resident abroad so Barclays shouldn't have closed her accounts. She also said that in order to open an account abroad she would need to pay fees and as she didn't have access to her money, she couldn't do this. She thought having her funds paid into someone else's account was too risky both for her and the account holder.

As there was no agreement the matter has come to me to decide.

Throughout this process I am aware that Ms H is in very difficult circumstances. She has told us she is unwell physically and the stress of having her accounts closed like this has impacted her mental health. She has told us she is also in debt as she is unable to pay her rent and is concerned about being evicted. So, in this particular case being mindful of her situation we have tried to negotiate a solution to Ms H's situation as quickly as possible.

I issued a provisional decision. In the provisional decision I said:

*Firstly, I'd like to thank Ms H for her comments. I'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. 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. I do stress however that I've considered everything that Ms H and Barclays have said before reaching my decision.*

#### *Account closure*

*I'll start by addressing the decision to close Ms H's accounts. I appreciate everything that Ms H has told us about why Barclays should not have closed her account. Ms H has concentrated on whether she should be treated as a resident of the foreign country or not and what her status is. She has said she has a house in the UK, and she is a British Citizen. She has referred me to articles in various newspapers about how Barclays have unfairly affected many people's lives by closing their accounts just because they happen to live abroad.*

*I accept that Ms H feels very strongly about this and from what she has said it is very inconvenient and expensive to open an account abroad in the particular country she is in.*

*However, Barclays have made a commercial decision to close accounts of customers with addresses abroad. Their terms and conditions allow them to do this. I can also see that Barclays have provided for certain exceptions to their rule regarding closing accounts for people with addresses abroad. I've checked and Ms H's case doesn't fit the exceptions. This service cannot decide that Barclays or any other financial institution should not exercise their commercial discretion to offer or withdraw banking facilities from any particular customer. I appreciate that this will be disappointing to Ms H.*

*Ms H has already said that she thinks we have sided with the bank in the way we have looked at her case and we are being unfair and biased. She has disagreed with the*

conclusions reached by the investigators – she says we are being unfair and have sided with the business. The Financial Ombudsman service was set up by act of parliament as an informal and free alternative to courts. We are a dispute resolution service, and our remit is to decide cases on a fair and reasonable basis taking account of the law and regulations, codes and good practice.

Whilst I do recognise Ms H's concern, as an ombudsman service our approach is to consider what both parties say and then reach our own independent conclusions on that evidence. This is how the investigators proceeded and this is how I intend to proceed in reaching my decision. I appreciate that it is in the nature of our service and of dispute resolution that one party will be disappointed with the outcome that is reached. However, this doesn't mean that the process is flawed, or the service is biased, as I have explained we are an evidence led service and we look at the information both parties provide before reaching a fair and reasonable outcome.

Although I cannot look at Barclays commercial policy regarding who they want to do business with, I can look to see if Barclays have applied their terms correctly and whether they have treated a customer fairly within the context of the overall decision to exit Ms H.

I have looked at the evidence which includes the terms and conditions of the account and the address Ms H had on her account. The terms and conditions allow Barclays to close an account if a customer has an address abroad as one of their addresses. And both parties agree that Ms H's address with Barclays isn't a UK address.

In addition, looking at the statements of her account I can see that her use of the account indicates all her payments have been ATM withdrawals abroad, in the country she is now in. In addition, Ms H told us in her complaint form that she had been living abroad for 20 years. And notes I have seen from the bank suggest she confirmed to Barclays that she had been living abroad for more than 6 years. Given this information and Barclays's policy I can see why Barclays decided to give Ms H notice to close her accounts.

Ms H has said that Barclays tricked her into changing her address so they could close her accounts. I appreciate this is her point of view, but I have seen no evidence to support that – I am aware that Ms H changed her address to receive her debit cards, and this was a year before Barclays decided to close her account.

Ms H has told us that there are five accounts she holds with Barclays. However, I have seen evidence from Barclays that only four accounts are held by Ms H with them. I have asked Ms H to provide further information including a bank statement of the fifth account in order that it can be traced.

Barclays sent Ms H three letters letting her know of their decision to close her accounts by 7 September 2023 and asking her to withdraw her funds from the accounts. I have seen copies of these letters. They are dated 13 February 2023, 15 May 2023 and 14 August 2023. The three letters have been addressed to the address Ms H gave to Barclays where her debit cards were sent to. Ms H has said she didn't receive these letters. Our approach would normally be that once the letters are sent, we would assume that the customer has received these letters and therefore we would consider the customer to have had notice of the closures. However, in this case I am of the view that approach should be altered because of the country the letters were being sent to.

I appreciate that Ms H received the debit cards that were sent, but these were sent by courier. Ms H has explained that the postal service isn't very secure, and the infrastructure of the country means that letters can go astray. I think that Barclays probably did send the letters but due to Ms H's location I am satisfied she didn't receive them. This means that as

*far as Ms H is concerned the closure of her accounts were carried out with immediate effect and she had no opportunity to prepare by opening other accounts and transferring her funds out of her Barclays accounts. I think Barclays should take into consideration whether it's likely that a customer would receive these closure letters in situations where it is closing accounts for customers who are abroad in countries with little or no infrastructure. And I think Barclays could have rung her or emailed her the letters.*

*Barclays have said that copies of the letters could have been accessed through her online banking. But Ms H has said she doesn't use that, and internet services aren't very reliable in her location. I have received information from Barclays that confirm that the letters would have been available for Ms H to access and that although Ms H was registered for online banking, she didn't use it.*

*Ms H did contact the bank by phone as soon as she realised her account wasn't operational in September 2023 when she was trying to withdraw funds from the ATM machine. I think Ms H would have contacted Barclays by phone sooner had she received the letters telling her of the account closures. So, on the whole I'm satisfied Ms H didn't receive the letters and was unaware of the closure of her accounts until September 2023. I therefore think that Barclays should pay Ms H compensation for the lack of notice and the inconvenience this caused.*

*Ms H had problems making calls to Barclays and her calls were cut off due to her running out of credit. Contact notes from the bank suggest that Barclays representative offered to ring her back but was unable to do so because she couldn't dial out abroad. But I've also listened to a call where a Barclays representative did call Ms H back. So, I think Barclays could have done more to communicate with Ms H once they knew of her situation. I think Ms H could have received better customer service here so Barclays should pay Ms H compensation for this.*

*I have listened to two calls that took place on 12 September 2023. One in which Ms H contacted the bank wanting to know why her account had disappeared and how to recover her money. Ms H explained that she has no other accounts. Understandably Ms H is very anxious and frustrated in this call. The second call is a call back from the Barclays representative where she explained to Ms H how to reclaim her funds. The line is very poor, and it is difficult for both parties to understand what each other is saying. Again, Ms H was extremely frustrated and angry at the closure of her accounts. The Barclays representative was trying to help by providing her the correct web page to reclaim her funds. She was friendly and helpful despite the poor line. However, no account was taken of Ms H's distress, her location and her vulnerability and no reference seems to have been made to the specialist team dealing with vulnerable clients or customers in vulnerable situations.*

*Due to the closure of the account in September 2023 Ms H has had no access to her funds for seven months. At first Barclays were requiring Ms H to follow their prescribed process to access her funds. Barclays became aware that Ms H was in severe financial difficulty and the situation was affecting her mental health. Following this service involvement Barclays offered to transfer Ms H's funds to a friend's account of her choosing or to an account that Ms H was to open abroad for the purpose of receiving her funds.*

*Following our investigators' views Ms H rejected the outcomes proposed. She told us that she didn't have the money to open another account as she would need to pay fees and her money was with Barclays. She also thought paying her funds into another person's account was too risky. I understand her position here as I believe this could place the receiver and Ms H at risk of fraud.*

*However, I am also concerned that Ms H has provided some contradictory information to us*

*through the course of this case. She has told us she is alone and has no recourse to funds, but she also said her husband was a national of the country she is in, I think this was one of the reasons why Barclays and our service suggested a family member could receive her funds for her.*

*I appreciate that Ms H finds herself in a very difficult situation and indeed I would call it an impasse. It seemed impossible for her to carry out any of the proposed solutions to her problem. I therefore approached Barclays with a view to reaching a workable solution that would give Ms H access to her funds given her situation.*

*Because I think she didn't receive the notice she needed and because of her vulnerabilities and ill health I asked Barclays to re-open Ms H's accounts temporarily and allow her to access her funds. I am glad to say that Barclays have agreed to do this. So, Ms H is free to access her funds, although I understand she is unwilling to do so.*

*I appreciate Ms H may be concerned about the fifth account which she has told us about still remaining closed and how long the accounts will remain open for. But my reason for asking Barclays to temporarily reopen the accounts was to give her access to money which she needed for everyday living and to open a new account abroad.*

*I am aware that Barclays still have a policy of closing accounts for customers who have an address outside the UK and Ms H is still in that category. Because of this the reopening of the account is a temporary measure and Barclays is free to apply its terms and conditions and its commercial decision to close Ms H's accounts in future and she should think of this reopening as a measure that will allow her to organise her financial affairs in a different way and not a permanent opening of the accounts. Because of the temporary nature of the account reopening, I urge Ms H to not delay going through the process of opening an account in the foreign country in which she is staying and move her funds to another account of her choosing.*

*I know Ms H fundamentally disagrees that Barclays has a right to close her accounts and she feels that an injustice has been done to her. I accept she has had a difficult time but as I've explained Barclays are entitled to close her accounts. So, I don't think they have done anything wrong in making that decision. But I do think she should have had notice of the closures which she didn't, so I am giving compensation for that aspect.*

#### *Impact*

*Ms H has said that because of the closure of the account she has been unable to receive her rent payments from her property in the UK and she seems to imply that her tenant has disappeared owing her this money. She has said Barclays is responsible for this loss because the tenant didn't have an account to pay the rent into and Ms H wants compensation for this. I appreciate that Ms H didn't have access to her account, but I can't hold Barclays responsible for her tenant not paying the rent that was due, so I won't be awarding Ms H compensation for this loss.*

*Ms H has recently told us that she thinks Barclays have violated her human rights in 107 different ways and that this service has aided this by the way we have treated Ms H and by the views the investigators came to regarding her complaint against Barclays.*

*I'm sorry Ms H feels this way. I have said already that Barclays are entitled to make a commercial decision about who they offer their accounts to, and I don't think they have done anything wrong in closing the accounts. I don't think the investigators have done anything wrong in coming to the views that they did and offering different potential solutions to getting Ms H access to her funds. Including opening a new account in the country she is at.*

However, having looked at what Ms H has said to us, I can see that opening another account may be difficult without access to her funds first so I have arranged for Barclays to reinstate Ms H's accounts for a period of around six months to allow her access to funds and so she can open another account abroad. This provides a practical solution to the immediate problem Ms H faced. I realise it doesn't allow Ms H to keep her Barclays accounts permanently opened as she would like them.

Ms H is concerned that her good name may be blackened as a result of this closure of the accounts. I appreciate that Ms H is concerned about this. However, Barclays closed Ms H's accounts because she had an address outside of the UK and Barclays had made a commercial decision not to offer banking services to customers outside the UK. There may be other banks that have made the same commercial decision. I have not seen any evidence that Barclays has recorded any markers that might make it hard for her to obtain another account in the future. I should also add that each financial business has their own account opening criteria and I can't comment on them,

Ms H has said that she will need to travel to another country to receive hospital treatment once she has access to her funds and that any health issues and any costs she may incur are a result of Barclays blocking her accounts and not being able to access her funds. I understand what Ms H is trying to say here however, I can't make a finding regarding an issue that hasn't arisen. I will not make a comment on this.

Ms H has referred to some accounts of high-profile individuals being closed recently. We take each case on its merits and I can't make any comment about other cases.

#### Compensation

I think Ms H has been affected by the way Barclays processed her closure in particular they didn't attempt to communicate with her in another way when they were unable to call her. And she didn't have notice of the closure of her accounts. Because of these failures in customer service and what amounted to the immediate closure of her accounts, I think Barclays should pay Ms H £350 compensation for the distress and inconvenience caused. I appreciate this will seem like a small amount to Ms H who has not had access to her funds for a long time. But I don't think that Barclays have done anything wrong when they decided to close her accounts.

Ms H has said that she wants interest on her funds as she hasn't had access to her funds for some months. I have considered this; however, I won't be awarding interest on these accounts. I say this because Barclays were entitled to close the accounts as I've already said. I've considered whether Barclays prevented Ms H from accessing her funds and I don't think that they did. And Ms H had the option to withdraw her funds at the point the accounts were closed but she didn't. I know Ms H will say that she didn't have another account for her funds to go to, but I can't hold Barclays responsible for that. So overall, Barclays have not deprived her of access to her funds, therefore I won't be awarding interest for loss of use of the money in her accounts.

In this provisional decision I have considered the quickest way to get Ms H access to her funds given her situation. I have taken into account her vulnerabilities and her lack of access to any funds and her ill health. I think reopening the accounts temporarily is the quickest and best way to get Ms H her funds and therefore make it possible for her to open another account.

I acknowledge Barclays right to exercise its commercial discretion when closing accounts and I don't think it did anything wrong when it decided to close Ms H's accounts. Barclays isn't ultimately responsible for the fact that Ms H lives in a country with little infrastructure

*and therefore she has to expect some difficulties in carrying out tasks like international calls and receiving letters.*

*For the reasons stated above I am minded to partially uphold the complaint. I require Barclays Bank UK PLC to reopen Ms H's accounts for a temporary period of at least six months and reactivate her card or provide her with a new card and to pay Ms H £350 compensation for the inconvenience and distress due to poor customer service and the account closure without notice.*

## **Replies to my provisional decision**

Barclays have accepted my provisional decision.

Ms H has made extensive comments. I would like to reassure her that I have thoroughly read and considered all her submissions. I may not comment on everything she has mentioned, I don't mean any disrespect in taking this approach. My outcome focuses on the relevant key issues, and on what I consider fair and reasonable in all the circumstances of the case. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. 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. I do stress however that I've considered everything that Ms H and Barclays have said before reaching my final decision.

Ms H has said she is unhappy with the way I have referred to her in my provisional decision. I would like to reiterate that we refer to all our consumers in the third person and no discourtesy is intended by this.

The crux of Ms H's main submissions are in relation to the below topics:

- The account closure
- The bond account
- FOS having access to her bank statements without her permission
- Not enough compensation
- No interest
- Loss of rent payments
- Our bias

### *Account closure*

Ms H has said she is a British citizen as she has a British passport, and she has retained her British residence. She says she is a British resident, and she is entitled to her Barclays account. She says whatever is in Barclays policy is wrong. She has a house in the UK

She says I haven't checked the laws that govern British citizenship and residency. She says Barclays have said she is a Nepali citizen, and this is one of Barclays bank's fabrications.

Ms H has said Barclays isn't entitled to close her account because it's against the law and is denying Ms H her rights as a British citizen.

### *Bond Account*

Ms H has said she holds a bond account with Barclays. She says that Barclays are trying to hide the bond account from her.

### *Bank statements*

Ms H has said I am not entitled to look at her bank statements.

### *Compensation and interest*

Ms H has said she doesn't think the compensation is enough and she thinks she should be awarded interest for the time she didn't have access to her funds.

### *Bias*

Ms H has continued to assert that we are biased in the way we have investigated the complaint and in the conclusions we have reached.

Now both sides have had an opportunity to comment I can go ahead and issue my final decision.

### **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.

In response to my provisional decision Ms H has highlighted a number of concerns which I'll now address below.

In relation to the account closure Ms H has said she is a British citizen as she has a British passport, and she has retained her British residence. She says she is a British resident, and she is entitled to her Barclays account. She says whatever is in Barclays policy is wrong. She has a house in the UK.

She says I haven't checked the laws that govern British citizenship and residency. She says Barclays have said she is a Nepali citizen, and this is one of Barclays bank's fabrications.

Ms H has said Barclays isn't entitled to close her account because it's against the law and is denying Ms H her rights as a British citizen.

I thank Ms H for her numerous comments on this point. It is not my remit to look at Ms H's nationality or citizenship I am here to decide whether Barclays applied their terms and conditions fairly when they closed Ms H's accounts. Barclays have made the commercial decision to close customers' accounts if a customer has an address abroad registered as their sole or even one of multiple addresses. They are entitled to make that decision.

Ms H's address with Barclays is an address abroad. She has said she doesn't live there but that isn't the requirement for the terms and conditions to be met. I accept that Ms H's address is an address she has used for correspondence, and where she sleeps and lives when she is in the country in which she is staying is a different place. But all this is immaterial because Barclays have looked at the address they hold for Ms H and as it's an address abroad they have decided to close her accounts which they are entitled to do.

Ms H has said that I have to convince myself that she has an address in the UK. I have accepted that Ms H has a house in the UK. However, that doesn't change my conclusion.



Ms H's account statements show that all her transactions since 2019 have taken place abroad and not in the UK. Therefore, I'm satisfied it is not unreasonable for Barclays to conclude that Ms H isn't living at her UK address.

As I've mentioned Barclays does have commercial discretion who they want to offer or continue to offer their services to, as I said in my provisional decision. Barclays isn't obliged to keep Ms H as a customer and from the evidence I've seen I can't say that Barclays have applied their terms and conditions unfairly.

Ms H says she never changed her address and that must have been done by Barclays staff.

I understand Ms H needed to have her debits card sent somewhere she would be able to receive them. Had the cards been sent to her address in the UK Ms H wouldn't have been able to receive her cards or access her accounts. She therefore gave the bank staff an address in the country she is in now so she would be able to receive the cards and continue to access her account from abroad.

So, although Barclays staff made the necessary changes on their system – it was Ms H who provided them with an address for correspondence where she could be certain her cards would arrive – that address was abroad. Whether it's her address or someone else's is irrelevant – it's the address that Barclays hold for her and its abroad and therefore the terms allow Barclays to close her account.

Ms H suggests that she has been tricked into removing her UK address from her account. As I've mentioned Ms H needed to provide an address so she could receive her new debit cards in 2022 so I can't see that she was tricked into changing the address. Ms H has said that Barclays should have reinstated her UK address after her cards were sent abroad but I can't see why Barclays should have done that. And I've seen no evidence of Ms H contacting Barclays to give these instructions and Barclays refusing to carry them out.

Ms H has said she has a God given right to an account in the UK because she is a British citizen and holds a British passport. I know Ms H feels very strongly about this but unfortunately, she doesn't have a right to an account purely on the basis of her passport. All banks are entitled to set their criteria for opening accounts and for keeping accounts open and keeping customers.

Barclays have set these criteria and as I've said it is not the remit of the Financial Ombudsman Service to interfere with their commercial discretion. I have looked to see if Barclays have applied the terms of the account correctly and they have. So, I don't think they have done anything wrong in making this decision. The fact that Ms H receives mail at her address in the UK in particular from her MP isn't relevant to whether Barclays can close her accounts. They can close her accounts because the address they hold for her is not a UK address.

Ms H has mentioned the requirements to give 90 days' notice and provide a reason for the account closure- this is not legislation that is in force yet and it certainly wasn't in force at the time that Barclays closed Ms H's accounts, so Barclays have done nothing wrong by not complying with the legislation.

Ms H has said I am not entitled to look at her bank statements. However, by bringing her complaint to our service – Ms H gave us consent to investigate and that included looking at the bank accounts that were the subject of the complaint.

Ms H has said she holds a bond account with Barclays. She says that Barclays are trying to hide the bond account from her. We have asked for statements of the bond account from

Ms H- she says she has no statements that she can provide to us as she doesn't have all her documents with her. We have also asked Barclays to provide information on all Ms H's accounts they hold under her customer reference number.

I have seen no evidence to suggest that Barclays are trying to hide her bond account. As I've said I have asked Barclays about the bond account. Barclays have provided me with information about Ms H's accounts with Barclays. I have seen evidence that suggests that Ms H holds four accounts with Barclays – which are the accounts she has been given access to and have been temporarily reopened. Barclays have asked for Ms H's bond account number to help locate her bond account. Once Ms H is able to access her documents and locate the bond account number, she can contact Barclays directly.

I have accepted that Ms H didn't receive the letters informing of the closure of her accounts and therefore the closure of her accounts was carried out with immediate effect, this is why I have awarded compensation.

Ms H has said she wasn't provided with a way by Barclays to access her online banking. I have accepted that Ms H didn't use online banking so getting the letters in the post would have been the only way of finding out that her accounts were being closed and I have already agreed she didn't get the letters.

Ms H disagrees with the compensation. However, in awarding the compensation I have taken into account that Ms H didn't receive the notice letters and Barclays could have done better in their interactions with her at the start of the process. I think £350 is a reasonable amount of compensation and I haven't seen anything to change my mind.

Ms H thinks she is entitled to interest on the accounts. I'm still of the opinion that Ms H had the option of withdrawing the funds in her account- she wasn't able to because she didn't have another account, but I can't hold Barclays liable for that. I haven't seen anything from Ms H to lead me to change my view on this.

Ms H has said that she doesn't receive rental income it comes from storage. In any event Ms H wants to hold Barclays responsible because the person that should be paying her rent or payments for storage hasn't done so. Regardless of what the payments were for, I can't hold Barclays liable for that person not paying what Ms H is owed.

Ms H comments about other people having their accounts closed by Barclays and other banks. I am only concerned with the facts of this case so I'm unable to comment on other cases.

Ms H has continued to say that we are biased because we have said that Barclays were entitled to close her accounts. I'm sorry Ms H feels this way. We are an evidence-based organisation, and the evidence shows that the address that Barclays holds for Ms H is abroad. Barclays have applied their terms and decided, as they are able to do, to close her accounts. As I've already said, I don't think they have done anything wrong by doing so.

Ms H says we haven't taken into account her suffering. On the contrary as a service, we have tried to come up with solutions to allow Ms H access to her funds. Culminating in my asking Barclays to reopen Ms H's accounts so she could have access to food and medicine and pay her rent. Ms H has chosen not to access her funds despite my arranging to make these available to her, even though Barclays were entitled to close her account. So, I disagree that we haven't taken into account her suffering and her circumstances. It's also not clear to me why Ms H hasn't taken advantage of the reopening of her accounts to access her funds if she is in such a dire situation as she has told us.

## **Putting things right**

In summary I thank Ms H for her submissions which I have considered in full. I appreciate Ms H will be disappointed by my final decision but having reviewed all the information received by both parties and their responses to my provisional decision I see no reason to depart from my original provisional findings. I remain of the view that this complaint should be partially upheld for the reasons set out in my provisional decision, which are repeated above and form part of this decision.

## **My final decision**

I partially uphold this complaint. I require Barclays Bank UK PLC if they haven't already done so to reopen Ms H's accounts for a temporary period of at least six months and reactivate her card or provide her with a new card and to pay Ms H £350 compensation for the inconvenience and distress due to poor customer service and the account closure without notice.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 18 June 2024.

Esperanza Fuentes  
**Ombudsman**