

## **The complaint**

Mr B is unhappy that Barclays Bank UK PLC declined his fraud claim and later made the decision to no longer provide banking services to him.

## **What happened**

Mr B raised a fraud claim with Barclays because his ex-partner had used his debit card without his knowledge or permission. Barclays rejected Mr B's fraud claim, and soon afterwards they issued a letter to Mr B giving him two months' notice that they would be closing all his accounts and that they were no longer willing to provide banking services to him. Mr B wasn't happy that Barclays had rejected his fraud claim or chosen to close his accounts, so he raised a complaint.

Barclays responded to Mr B but didn't feel they'd done anything wrong by rejecting his fraud claim or in making the decision to no longer provide services to him. Mr B wasn't satisfied with Barclays response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Barclays had acted unfairly in how they'd managed the situation and didn't uphold the complaint. Mr B remained dissatisfied, so the matter was escalated to an ombudsman for a 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.

Mr B is unhappy that Barclays rejected his fraud claim and maintains that his ex-partner made purchases using his debit card without his knowledge or consent. However, I wouldn't generally expect Barclays to uphold a claim of the type that Mr B made here.

This is because, from Barclays perspective, they had no reason to suspect that the person using the debit card wasn't Mr B. And I feel that it was for Mr B to have maintained the security of his debit card and to have contacted Barclays to freeze the card if he wasn't going to have any access to it for a prolonged period.

Accordingly, I don't feel that it was unreasonable for Barclays to reject Mr B's fraud claim under such circumstances, or to advise him that similar claims would most likely result in the same outcome. And I feel that if Mr B does have a grievance with his ex-partner about her unauthorised usage of his debit card, then this would be a civil matter between Mr B and his ex-partner, which Mr B may potentially want to consider referring to the police.

Furthermore, in much the same way as a consumer is free to choose to no longer bank with any specific bank, and to move their accounts to another provider, so a bank is free to choose to no longer provide banking services to any of its customers and to close their accounts as a result.

Barclays right to close a customers' accounts is stipulated in their terms and conditions,

which Mr B had to accept and agree to when banking with Barclays. And these terms include that Barclays can close an account without providing an explanation to their customer as to why they are doing so in certain circumstances, so long as two months' notice of the account closure is provided to that customer.

In this instance, Barclays did provide two months' notice of their intention to close Mr B's accounts to Mr B. And so, I'm satisfied that Barclays have acted in accordance with their terms here and haven't treated Mr B unfairly.

I'm aware that Mr B would like to better understand why Barclays made the decision to close his accounts. But as alluded to above, Barclays are under no obligation to provide such an explanation to Mr B. However, Barclays have provided an explanation as to why they chose to no longer provide banking services to Mr B to this service. And I've reviewed and considered this information.

I'm unable to disclose Barclays reasoning to Mr B, for the reasons already explained, but I'm satisfied that Barclays rationale for closing Mr B's accounts is reasonable and I confirm I don't feel that Barclays have treated Mr B unfairly by doing so. I hope that it's of some comfort to Mr B to know that someone independent and impartial has considered this aspect of his complaint and found that no unfair act has occurred.

I realise this won't be the outcome Mr B was wanting, but it follows from all the above that I don't feel that Barclays have acted unfairly towards him as he contends and that I therefore won't be upholding his complaint. I hope that Mr B will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 October 2024.

Paul Cooper  
**Ombudsman**