

complaint

Mr R complains about what happened when Barclays Bank PLC closed his joint account.

background

When he complained, Barclays said it had closed the account on the instructions of Mr R's ex-partner, in line with the account terms and conditions. But the bank admitted it had given Mr R poor service when he'd tried to find out about what had happened. So it sent him a cheque for £180 compensation in respect of this aspect of his complaint.

Our adjudicator felt that overall this was a fair and reasonable response.

Mr R disagrees. Briefly, he feels that the adjudicator has provided only selective responses and adopted the same approach to his complaint as the bank. He feels the bank intentionally misled him when he was given some wrong information and doesn't agree this can be attributed simply to 'human error'. He believes that the Data Protection Act is incorrectly being relied on to side step the real issue here – which is that as one of the joint account holders he is entitled to know details of all transactions carried out on the account. And he's not happy that the adjudicator wasn't concerned about listening to call recordings before coming to a view about Mr R's complaint.

So the complaint has been referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I don't propose to respond to every point Mr R has mentioned in response to the adjudicator's assessment, because it doesn't change the outcome. My role is to look at whether the bank has acted fairly and reasonably overall. So I've concentrated on dealing with the key issues that make a difference to my decision.

I've checked the terms and conditions of the account Mr R signed up to jointly with his ex-partner. I can see that this was an account where either party was able to give instructions to the bank. And that his ex-partner instructed the bank to close the account after making payments out of it.

So I can't find that the bank acted wrongly, unfairly or unreasonably when it acted on those instructions. I say this because it wasn't required to get Mr R's consent to the transactions carried out on the instructions of his ex-partner and it didn't need his agreement to close the account.

I can appreciate why Mr R would like to know where the money in his account went. This case raises some difficult questions about disclosure of information and privacy. And I can understand Mr R's frustration in this situation. But, after careful consideration, I've come to the same decision as the adjudicator on this point. I don't feel I can fairly and reasonably require the bank to give Mr R details of the transactions carried out on the account (beyond the limited information shown on the statement). To do so would breach his ex-partner's right to data protection – and I don't feel that would be fair. I've taken into account what Mr R says his rights are as a joint account holder to know information about payments made out of the account. But I don't think this means that the bank must disclose information that is

protected in law. And I can't fairly and reasonably tell the bank it must breach data protection law.

It seems clear that there hasn't been any fraud on the account, so it wasn't helpful when Mr R wasn't straight away given correct information about why the account had been closed.

Barclays admits this and has apologised. I don't think it is likely that if I'd been able to listen to the call recordings Mr R wanted us to hear that this would have provided evidence that the bank staff intended deliberately to mislead Mr R. It's not in dispute that he wasn't given the right information by bank staff. So I agree with our adjudicator that it probably doesn't make any difference overall to the outcome that those recordings aren't available.

What's left for me to decide is what Barclays should do to put things right.

I can see that the wrong information Barclays gave Mr R aggravated what was already a difficult situation for Mr R to find himself in. So I think it is right that the bank should compensate him for this error. Overall, I consider that the payment it has made of £180 is fair and reasonable redress in line with our usual approach in these circumstances. I think it does fairly address the service failings it was responsible for and it is consistent with the level of award we would make in similar cases. I appreciate Mr R's strength of feeling about the matter, and I am not unsympathetic to his situation. But I find that Barclays has already responded fairly and reasonably to his complaint. So I don't require the bank to take any further action.

my final decision

For these reasons, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr R to accept or reject my decision before 10 July 2015.

Susan Webb
ombudsman