

## The complaint

Mrs K and Mr K complaint about Barclays Bank UK PLC. They are unhappy that Mrs K was added to an account when they had never requested or authorised Barclays to do so.

## What happened

Mrs K and Mr K raised a complaint with Barclays because they'd noticed that Mrs K was a joint party on an account when this shouldn't have been the case. Mrs K and Mr K explained that Mrs K should never have been added as a joint party on the account and that they had made any request for Barclays to do so.

Barclays responded to Mrs K and Mr K and confirmed that Mrs K had been added to the account in 2016. Because of the length of time since 2016, Barclays no longer retained a record of why or how Mrs K had been added to the account, but they accepted that Mrs K may have been added to the account by mistake. Barclays apologised that they couldn't provide a more detailed explanation of what had happened, and they removed Mrs K as a named party on the account.

Barclays also reviewed the telephone calls when Mrs K and Mr K had raised this issue with them and accepted that the standard of service that they'd experienced on those calls was below that which they were reasonably entitled to expect. Barclays apologised to Mrs K and Mr K for this and offered to pay £200 compensation for any trouble and upset they may have incurred. Mrs K and Mr K weren't satisfied with Barclays response, so they referred their complaint to this service.

One of our investigators looked at this complaint. They noted that Mrs K and Mr K were in the process of separating, and they felt that the impact of what had happened – including that Mrs K and Mr K were compelled to address this matter together because they were considered as joint account holders by Barclays – meant that £200 wasn't a fair compensation offer. Our investigator therefore recommended that Barclays increase their offer of compensation to £300. Barclays didn't agree with the recommendation put forwards by our investigator, and 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.

I issued a provisional decision on this complaint on 8 February 2023 as follows:

*Barclays have explained that the account in question was opened in 2013 and that Mrs K was added to the account in October 2016. Barclays note that because of the length of time that's elapsed since 2016, they now don't retain the audit records which might previously have explained exactly why Mrs K was added to the account. However, Barclays have also confirmed that they don't hold an active customer record for Mrs K, and so they accept that Mrs K may have been added to the account in error.*

*Additionally, Barclays investigation into this complaint also uncovered that at the time that Mrs K was added to the account in 2016, the signature mandate for the account was updated. However, the new signature mandate shows a different name to Mrs K – being the same family name as Mrs K and Mr K but a different given name. Again, Barclays were unable to explain why this was the case, but they confirmed that this differently named person on the signature mandate had never been a party to the account.*

*Where a business has acknowledged that it made an error – as Barclays acknowledge may have been the case in this instance – it would generally be expected that the business would take the corrective action necessary to return the complainant party to the position they should be in, had the mistake never occurred.*

*I think that Barclays have done that here. And this is because Mrs K has now been removed as a joint party to the account, meaning that the ownership of the account is now correct.*

*Barclays didn't offer Mrs K and Mr K and compensation because Mrs K was incorrectly listed as a joint party to the account. But they did offer £200 compensation in recognition of the poor service Mrs K and Mr K received when bringing this matter to them. Mrs K and Mr K didn't accept Barclays offer of £200, but they have indicated that they would accept the higher amount of £300 compensation as recommended by our investigator.*

*However, having considered the merits of this complaint. I don't feel that Barclays should fairly be instructed to increase the offer of £200 compensation that they made. And so, while I will be provisionally upholding this complaint in Mrs K and Mr K's favour, I'll only be doing so to instruct Barclays to make the payment of £200 compensation that they've already offered to make.*

*The main reason for my taking this position is that, regardless of how it came to pass that Mrs K was added to the account in 2016, the fact remains that Mrs K was added to the account in 2016. And this means that Mrs K has been listed on the account, and on the account statements and correspondence, since that time.*

*As an account holder, it was Mr K's responsibility to have monitored the account. And so, I feel that it should reasonably have been recognised by Mr K much sooner than now that the named ownership of the account was incorrect. And while I accept that Mrs K's and Mr K's present personal circumstances entail an unfortunate degree of discomfort in having to address this issue at this time, I feel that this should reasonably have been mitigated against by the issue being recognised sooner.*

*In short, I don't feel that Barclays should fairly be instructed to pay an increased amount of compensation because Mrs K and Mr K didn't recognise that the account was incorrectly owned for approximately seven years. And I feel that £200 is a fair compensation offer and is one which is commensurate with what I would have instructed Barclays to pay, had they not already offered to do so.*

*Ultimately, I feel that the response that Barclays issued to Mrs K and Mr K is a fair outcome to their complaint. This includes that Barclays have corrected the account ownership and offered £200 compensation for the service issues that Mrs K and Mr K encountered. And I don't feel that Barclays should fairly be instructed to take any further action beyond this.*

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*In my provisional decision, I gave Mrs K and Mr K and Barclays the opportunity to respond and to provide any comments of new information they might wish me to consider before I*

moved to issue a final decision. Barclays confirmed they had nothing further to add, whereas Mrs K and Mr K did not provide any response.

As such, I see no reason not to issue a final decision whereby I uphold this complaint in Mrs K and Mr K's favour on the basis described in my provisional decision above. And I therefore confirm that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Barclays must make a payment of £200 to Mrs K and Mr K.

### **My final decision**

My final decision is that I uphold this complaint against Barclays Bank UK PLC on the basis described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 8 April 2024.

Paul Cooper  
**Ombudsman**