

## The complaint

Mr S complained that Barclays Bank UK PLC should pay him more compensation than it offered, after denying making a mistake when it froze his account but admitting to poor service in relation to unfreezing his account.

## What happened

In June 2023, Barclays suspended Mr S' current account and his Barclaycard immediately on receipt of information from a third party that Mr S had died in 2020. Mr S only discovered this when he found he was unable to use his Barclaycard to make a payment and he contacted Barclays. Although he explained that Barclays had relied on misinformation and it was agreed that Barclays would put things right, there was a delay before his accounts were unlocked.

Barclays told Mr S that when someone had visited one of its branches to report his death, it froze his account to protect his money, in line with bank procedure. But Barclays apologised and admitted it could have done more to assist Mr S to put things right. Barclays offered Mr S £150 redress in respect of poor service provided and the inconvenience caused by the delay he experienced before he was able to make payments again with his debit card and his Barclaycard.

Mr S didn't feel this went far enough to resolve things and rejected Barclays' offer. He brought his complaint to us and one of our investigators looked into what happened.

Our investigator thought that Barclays' offer was fair in all the circumstances and said she wasn't recommending that it needed to do anything further to resolve his complaint.

Mr S disagreed with our investigator, mainly saying (in brief summary):

- had proof of death been obtained when the death was reported (bearing in mind the supposed date of death was more than 2 years earlier and Barclays said someone had called at the branch with the information) all the unnecessary stress he was caused would not have happened.
- Barclays should have unblocked his accounts immediately since it caused the problem. It took a number of phone calls and more than a week before this happened.
- Mr S is concerned there was a data breach if someone knew all the information needed to report his death.
- He's unhappy that Barclays procedure for dealing with notice of death doesn't include more safeguards.

The complaint came to me to decide. I issued a provisional decision.

## What I said in my provisional decision

Here are some of the main things I said.

'I sympathise with Mr S. He's had to spend time on the phone and been significantly inconvenienced as a result of Barclays' admitted poor service. So I can understand that what's happened has been frustrating for him.

Barclays has upheld Mr S' complaint in part and agreed it provided him with a poor level of service when it took longer than it should've done to put things right once he got in touch. So I don't need to say more about what's already been agreed, and I will mainly focus on the question of fair redress for the admitted poor service. But I will first deal with Mr S' complaint that Barclays shouldn't have relied on uncorroborated information when it recorded his death.

I appreciate that Mr S feels the situation he found himself in could have been avoided if Barclays had carried out some basic checks before accepting at face value what it was told about his supposed death. The role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not have the power to make rules for financial businesses. That's the role of the regulator, the Financial Conduct Authority (FCA). And Barclays has explained that its main priority is to protect customers' money – so it needs to react immediately when it is told an account holder has died. For these reasons I won't be responding to Mr S' concerns about the way Barclays operates and its procedure for dealing with death notifications.

It's my understanding that the crux of Mr S' complaint is that Barclays hasn't done enough to acknowledge and reflect the damage caused by its admitted mistakes and service failings, so causing Mr S '*...a lot of stress and frustration*'.

Our approach to redress is to aim to look at what's fair and reasonable in all the circumstances of a complaint. One way we would try and do this impartially here is to put Mr S in the position he'd be in if Barclays hadn't been responsible for the poor service issues it has admitted.

I've thought first about financial loss. I appreciate that there could have been some serious financial consequences had he not had access to another account when his Barclaycard payment failed. But in the event, from what I've seen so far, Mr S isn't any worse off in money terms as a result of what happened. And I haven't been provided with any information showing that Mr S is otherwise out of pocket. It's not generally our policy to reimburse complainants for their time spent sorting out problems they are having with their bank.

Fair compensation however needs to properly reflect the wider impact on Mr S of Barclays' service failings. Barclays didn't deal as well as it should've done with Mr S over the phone. Barclays admits that it can't show that promised call backs were made to Mr S and found that he was provided with incorrect information as a result. This meant Mr S had to keep chasing for information and updates on his situation. And whilst Barclays told Mr S that he would be able to access his account within 48 hours, this didn't happen until more than a week later after Mr S got in touch.

I think this was an unreasonable length of time to have to wait for Barclays to put things right. Barclays had the information it needed to know and it ought to have been able to restore Mr S' account access well within its stated 48 hours timescale. I can understand why Mr S found this delay upsetting and dealing with the ongoing problem was stressful for him, especially keeping in mind his health.

As things stand at present, £150 matches the level of award I would make in these circumstances had it not already been proposed. I don't doubt that Barclays' poor handling of matters, as described above, caused Mr S significant distress and inconvenience. I am satisfied that £150 is in line with the amount this service would award in similar cases and it is fair compensation for Mr S in his particular circumstances.

Our investigator thought that because Barclays' offer was fair, it didn't need to take any further action. However, whilst I agree that Barclays' offer is fair and reasonable based on everything I've seen so far, it hasn't yet paid redress – and so it still needs to take further action to settle this complaint.

I have set out below the steps I currently plan to tell Barclays to take.

In coming to my provisional decision, I've taken into account that Mr S is concerned there might have been a data breach. But I've seen nothing to suggest that Barclays was responsible for not keeping his data secure. So this doesn't affect the outcome of his complaint.'

### **What the parties said in response to my provisional decision**

Mr S has sent further detailed representations explaining why he remains very concerned that it's still unclear exactly how what happened occurred.

He put things this way: *'... are we 100% sure that it was a death reported by someone (as Barclays mentioned) or was it a mistakenly done act by an employee (for example, pressed a button on the system by mistake)?'*

He's worried about the possibility that a death was genuinely reported, but mistakenly recorded against his name. He says that Barclays' procedures in this situation should be better, and if they were, this would also help prevent someone being able to maliciously report a death on someone else's account, solely to cause frustration.

Barclays said the only reason it hadn't already credited Mr S with the £150 offered was because he did not accept the offer and was seeking more compensation. Barclays asked me to reconsider my decision to uphold his complaint in these circumstances.

### **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've taken carefully into account everything that's been said in response to my provisional decision. I'd like to assure Barclays that I've thought carefully about everything again before coming to my final decision.

I appreciate that Mr S would like answers to questions he has raised. But whilst I may not have addressed every single point raised or question asked, I am not required to do that. It doesn't mean I haven't taken into account all the considerations I need to keep in mind – it just means I haven't needed to specifically refer to everything Mr S has mentioned in order to reach a fair decision. This simply reflects the fact that we provide an informal complaints handling service as a free alternative to the courts. Here, Barclays upheld Mr S' complaint and the main focus of my decision is the amount of redress it should pay.

Barclays hasn't provided me with any new information that changes what I think about this case.

Thinking about everything, I still think it's fair to uphold this complaint for the reasons I explained more fully in my provisional decision and I agree the compensation award Barclays proposed is fair and reasonable. So I am now directing that this should be paid to Mr S – if he chooses to accept my final decision.

### **Putting things right**

Barclays should pay Mr S £150 compensation to reflect the impact on him of its admitted poor service.

### **My final decision**

My final decision is that I uphold this complaint and I direct Barclays Bank UK PLC to take the steps set out above to put things right for Mr S.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 August 2024.

Susan Webb  
**Ombudsman**