

## **The complaint**

Mrs C complains that Barclays Bank UK PLC wrote to her in April 2024 asking if she still wanted the third party authority (TPA) on her accounts. She says she was unaware that there was a TPA set up.

## **What happened**

Barclays sent Mrs C a letter in April 2024, asking whether she still wanted the TPA in place. Mrs C said she was unaware that there was a TPA on her accounts, which included joint accounts with her husband Mr C. The TPA was set up for Mr and Mrs C's son and so they checked with him, and he was also unaware that this was in place. Mrs C contacted Barclays saying she hadn't set the TPA up and asking about this, but Barclays wasn't able to provide any documentation. She raised a complaint with Barclays.

Barclays issued a final response letter to Mrs C dated 23 May 2024. It said the TPA was set up in 2009 and that the document that would have been signed at the time would have been retained for six years. After this it would have been securely destroyed. It said that as it was unable to provide the document setting up the TPA it could only explain the process which would have involved both Mrs C and her son being present in branch to set up the TPA. It said the TPA was an indefinite arrangement which was why Mrs C hadn't been contacted sooner about this, but that Barclays was doing a campaign to discuss historic arrangements which was why contact was made in 2024. It said it had provided details of how the TPA could be cancelled.

Mrs C wasn't satisfied with Barclays response. She said that she nor her husband had set up the TPA and that she nor her son had visited a branch to set this up. She said this situation had caused upset in her family. She referred her complaint to this service.

Our investigator didn't uphold this complaint. He noted that Barclays had said the TPA was set up in 2009 and given this he didn't think it unreasonable that the document regarding this was no longer available. He said he had no evidence that Barclays had done anything wrong in this case and noted there was no suggestion of suspicious activity on the account.

Mrs C responded to our investigator's view. She reiterated that she nor Mr C had setup the TPA on the account for their son and that none of them had visited a branch to do this. She questioned why she wasn't contacted before any documents were destroyed in 2015. She noted that a TPA was intended to be set up as a short-term solution, but she wasn't contacted about this for 15 years.

## **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 can see that this issue has caused upset to Mrs C and her family and I appreciate that she wants clear answers regarding the setting up of the TPA. Unfortunately, the evidence is very limited in this case. Where evidence is incomplete, contradictory or inconclusive, I make my

decision based on the balance of probabilities. That is, what I consider most likely to have happened and what I find to be a fair outcome based on the evidence available and the wider circumstances

Barclays has said that the TPA was set up in 2009. Given the time that has passed, I do not find it surprising that the documentation from that time is no longer available. Barclays has explained that after six years, any document relating to the establishment of the TPA would have been securely destroyed. Barclays isn't required to retain documentation beyond six years and so I cannot say that it is wrong to explain that documents from 2009 would no longer be available. I also wouldn't expect Barclays to contact Mrs C before any such documents were destroyed.

While I cannot say that Barclays has done anything wrong in regard to its retention of any documentation, the issue in this case is that Mrs C says the TPA was never set up by her, or her husband or her son. I have taken Mrs C's testimony into account and can see she wasn't aware the TPA was in place when she was contacted about this in 2024. I note her comments about a TPA being a temporary arrangement and the comment on Barclays' website about this. However, Barclays has confirmed that there is no obligation on it to check if a customer still requires a TPA and that it would be the responsibility of the customer to request this was removed. Contact was only made in 2024 due to there being a review of long standing TPAs. Given this I cannot say that the lack of contact by Barclays about the TPA is any indication that it wasn't in place from 2009. Barclays has also noted that Mrs C's son's customer profile was verified around the time of the TPA.

Taking everything into account, I think it more likely than not that the TPA was set up in 2009, but the evidence isn't conclusive. Therefore, I have considered the impact of the TPA on Mrs C and the actions Barclays have taken to try to resolve the issue. As part of the contact made in 2024, Barclays provided Mrs C with a form for her to complete if she no longer wanted the TPA on her accounts. This provides Mrs C with the opportunity to remove the TPA which resolves the issue of the TPA being on Mrs C's accounts.

I note that there is no evidence of Mrs C's account having any unusual or suspicious activity and Mrs C hasn't said that there have been issues regarding her accounts arising from the TPA. Therefore, I cannot say that the presence of the TPA has caused any financial harm to Mrs C.

So, based on the above, I do not find I can say the presence of the TPA has caused any material issues for Mrs C. I accept that when she became aware of the TPA this caused upset in her family and Mrs C had to spend time trying to understand what happened. However, without further evidence that Barclays did something wrong, and as Mrs C has been given the form she needs to remove the TPA, I do not require Barclays to do anything further in response to this complaint.

### **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 Mrs C and Mr C to accept or reject my decision before 30 September 2024.

Jane Archer  
**Ombudsman**