

The complaint

Mr G is unhappy with several aspects of the service he's received from Barclays Bank UK PLC.

Mr G is assisted in this complaint by his authorised representative, whom for ease of reference I'll refer to 'Mrs X'.

What happened

Mr G suffers with chronic pain. In November 2019, Mr G wrote a letter to Barclays asking that Mrs X be added as a joint party to all of his accounts to enable her to help manage his finances when he became unable to do so. However, Barclays didn't receive this letter and no action to add Mrs X as a joint party to Mr G's accounts was taken.

In January 2023, Barclays sent Mr G a letter about the travel pack that Mr G was making monthly payments for as an addition on his current account. This letter explained that when Mr G turned 80 years old, which would happen soon, he would no longer be covered by the travel insurance aspect of the travel pack, although other features offered by the pack would still be available to Mr G. The letter also explained that Mr G could cancel the travel pack at any time via a variety of channels, including by telephone and by letter.

In May 2023, after Mr G had turned 80, Barclays sent a text message to Mr G confirming that he was no longer covered by the travel insurance aspect of the travel pack.

In June 2023, Mr G contacted Barclays via email asking for the travel pack to be cancelled. However, Barclays didn't accept cancellation requests via email, and it wasn't one of the permitted channels for cancellation as per the letter that Mr G had received in January 2023.

In July 2023, Mr G attempted to make a £40 payment from his Barclays account that was flagged by Barclays automated fraud prevention systems for further checks. Barclays called Mr G who was in pain and distressed and who answered Barclays security questions but who then then passed the phone to Mrs X without completing the fraud process with Barclays agent. This meant that Barclays, as per their policy in such matters, were unable to remove the restrictions that they had placed on Mr G's account.

During this same call, Barclays agent explained to Mrs X that if Mr G wanted her to be able to speak and act on his behalf on his accounts because of Mr G's inability to do so himself resultant from his chronic pain, that a Power of Attorney would need to be obtained granting Mrs X the authority to do so with Mr G's consent.

On the same call, Barclays agent also explained that if Mr G wanted to add Mrs X to his accounts as a joint account holder, this was something that could be done in a Barclays branch. Mr G and Mrs X weren't happy with the stance that Barclays were taking in consideration of Mr G's chronic pain and inability to effectively manage his own affairs, and so they raised a complaint.

Barclays responded to Mr G's complaint the following month, August 2023, and explained

how the restrictions on Mr G's account could be removed by Mr G speaking with Barclays on the phone. Barclays also reimbursed several recent travel pack monthly payments to Mr G and reiterated how Mr G could cancel the travel pack moving forwards. Finally, Barclays paid £50 to Mr G as compensation for the difficulty he'd had in trying to have Mrs X added as a joint party on his accounts, and they gave Mr G the opportunity to arrange a home visit from a Barclays representative to add Mrs X to the accounts.

After this complaint response, Mr G and Mrs X didn't contact Barclays to arrange a home visit. But in December 2023 Mr G wrote to Barclays asking them to send forms to add Mrs X to Mr G's accounts. Mr G's letter also asked for account statements to be posted to him in paper form and reiterated the earlier complaint points about the restrictions that were still present on the account and the travel pack premiums continuing to be taken.

Barclays responded to Mr G in January 2024 and provided a phone number for Mr G to call to remove the restrictions from his account and cancel the travel pack. And Barclays also ordered paper statements for Mr G as per his request that same month and signposted Mr G to information on how third-party access for Mrs X on Mr G's accounts could be obtained.

Mr G then complained to Barclays about their recent letter as it had addressed Mrs X by her first name. And Mr G also asked why he wasn't receiving regular account statements in the post. Barclays responded to Mr G and apologised for addressing Mrs X by her first name and explained that Mr G's account statement preference was set to online statements and asked Mr G to let them know if he wanted the statement preference changed.

In February 2024, Mr G and Mrs X wrote to Barclays again as they were still unhappy that the travel pack premiums were still being taken from Mr G's account and that his account remained restricted. In response, Barclays reiterated that Mr G would need to arrange for the cancellation of the travel pack via one of the channels accepted by Barclays as previously explained and that he would need to call Barclays and speak with them to have the restrictions on his account removed.

In May 2024, Mrs X received a text message to her mobile phone informing her that Mr G's account was in debit because of the monthly travel pack premium having been taken. Mr G and Mrs X complained to Barclays about this as Mrs X felt the text message to her phone number was unsolicited and threatening. In response, Barclays confirmed that Mrs X's phone number was the registered phone number on Mr G's account and explained that the message was supposed to be informational and wasn't intended to be threatening. Barclays also confirmed again how Mr G could cancel the travel pack and remove the restrictions on his account.

Mr G wasn't satisfied with the service he was receiving from Barclays and so referred his complaint to this service, authorising Mrs X to speak on his behalf. One of our investigators looked at this complaint. But they didn't feel that Barclays had acted unfairly in how they'd administered Mr G's account and felt that Barclays had provided clear and consistent information to Mr G about how he could cancel the travel pack on his account, have the account restrictions removed, and arrange for Mrs X to be able to speak and act on his behalf. Mr G didn't accept the view of this complaint put forward 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

In her correspondence with this service, Mrs X has said that she feels that she hasn't been supported in this complaint by the Financial Ombudsman Service. However, as per the above, this service is impartial and independent. This means that we don't champion the cause of either the consumer or the bank, but instead seek to assess a complaint fairly and equally and without any form of bias.

I also note that Mr G and Mrs X have provided several detailed submissions to this service regarding this complaint. I'd like to thank Mr G and Mrs X for these submissions, and I hope they doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr G and Mrs X notes that I haven't addressed a specific point that they've raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both themselves and Barclays. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Ultimately, having reviewed all the information and testimony provided to this service by both Mrs G and Mrs X and Barclays, I don't feel that Barclays have acted unfairly here as Mr G and Mrs X maintain.

There are several reasons for this, including that Mr G and Mrs X have said that they first sent a letter to Barclays asking for Mrs X to be added to Mr G's accounts in November 2019.

Mr G and Mrs X didn't receive any response to this letter from Barclays (who have no record of ever receiving it). And I would reasonably have expected Mr G and Mrs X to have chased Barclays about this matter, especially as it appears to have been understood by them that Mr G's chronic pain condition might deteriorate so that might not be able to act to authorise Mrs X to have access to his accounts at a later date. But it appears that Mr G and Mrs X didn't approach Barclays about this matter again for over three years.

Mr G is unhappy about the restrictions that Barclays placed on his account, and that he continues to be charged monthly premiums for a travel pack he no longer needs or wants. But Barclays have explained to Mr G on several occasions how he can remove the restrictions on his account by speaking with them on the telephone. And Barclays have also explained that Mr G can also cancel the travel pack on the telephone or by several other channels, including by writing a letter.

I hope that Mr G and Mrs X will understand that Barclays, like all financial institutions, have a regulatory and moral obligation to protect their account holder's money. This includes from persons claiming to act on behalf of an account holder. This isn't to say that Mrs X isn't acting in good faith and with Mr G's best interests at heart. Indeed, it seems clear to me that she is. But it is say that I feel that Barclays aren't acting unfairly or unreasonably by having processes in place to ensure that they are satisfied, as much as is reasonably possible, that Mr G isn't in the process of being defrauded or scammed, especially at a time when he's particularly vulnerable.

It's for this reason that Barclays require Mr G to be able to have a conversation with them, so that Barclays can be certain to their own satisfaction that Mr G is of sound mind and understands what his giving access to his accounts to Mrs X will entail. This doesn't seem unreasonable to me, given Barclays obligations as I've described them above, and as such I feel that it's for Mr G to comply with Barclays requirements in this regard if he is able to.

In her recent correspondence with this service, Mrs X has explained that because of his chronic pain condition, Mr G is unable to manage his affairs via telephone or via written form. And Mrs X has also explained that Mr G's cognitive state is now impaired and that his memory has also been impacted by his chronic condition.

Clearly this must be a difficult situation for both Mr G and Mrs X. But if Mr G has been impacted by his chronic pain condition to the degree that Mrs X explains, such that he can't feasibly manage his affairs by telephone or written form at this time, then I feel that it's unfortunately most likely the case that Mr G won't be able to authorise Mrs X to have access to his accounts as per Barclays requirements.

In situations such as this, it may be necessary for persons seeking to assist a chronically debilitated account holder (such as Mrs X and Mr G in this instance) to obtain legal authority to act on the account holder's behalf. Some possible means of achieving this would be by either a Power of Attorney (if the account holder maintains the capacity to appoint an attorney) or by Guardianship. However, other possibilities may exist, and I can only suggest that Mr G and Mrs X seek legal advice on this matter.

However, the unfortunate fact remains that Mr G didn't ensure that Mrs X was a named party or authorised representative on his accounts at a time that he was better able to do so. And this means that Barclays can't accept any instructions that Mrs X would like to provide on the behalf of Mr G at this time, and nor would I reasonably expect them to do so – because Mrs X doesn't have the authority to issue those instructions.

If Mr G wants to remove the restrictions on his account, then he will have to speak with Barclays to achieve this. If Mr G can't speak with Barclays because he can no longer feasibly understand and manage his affairs as Mrs X has explained, then I don't feel that it's unreasonable for Barclays to require Mrs X to obtain some form of legal authority to speak and act on Mr G's behalf. And as explained, I wouldn't reasonably expect Barclays to remove the restrictions from Mr G's account without either speaking with him directly or receiving confirmation that Mrs X has a legal authority to act for Mr G.

The same is true with regard the travel pack premiums that Mr G is paying on his account. Barclays have explained on several occasions that Mr G can cancel the travel pack by writing a letter to Barclays. This doesn't seem unreasonable to me. However, if Mrs X now informs Barclays that Mr G no longer has the capacity to write such a letter, as she's explained to this service is the case, then I would expect Barclays to act appropriately and in line with their own policy on such matters upon receipt of that information and to explain to Mrs X what that policy is.

All of which isn't to say that I don't understand the difficult position that Mr G and Mrs X find themselves in at this present time. But it is to say that I don't feel it would be fair or reasonable to consider Barclays to be at fault for the fact that Mr G and Mrs X didn't make the necessary arrangements for Mrs X to access Mr G's accounts at a time when Mr G was better able to make those arrangements.

And to reiterate, I wouldn't expect Barclays to grant Mrs X any access to Mr G's accounts without obtaining Mr G's informed consent (by Mr G acting in accordance with Barclays

procedural requirements) or without Mrs X providing proof that she has a legal right to access Mr G's accounts.

Finally, regarding the service issues that Mr G and Mrs X are unhappy about, including that one of Barclays letters referred to Mrs X by her first name, I feel that the responses that Barclays have already issued to Mr G regarding these points already represents a fair resolution to those aspects of Mr G's complaint.

I realise this won't be the outcome that Mr G and Mrs X were wanting here. And I hope that they can find a solution to the problems that Mr G being unable to manage his affairs at the present time is causing, as I've discussed above. I also hope that they will understand, given all that I've explained here, 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 G to accept or reject my decision before 5 February 2025.

Paul Cooper
Ombudsman