

## **The complaint**

Mr T complains that Barclays Bank UK PLC (Barclays) blocked his bank account and amended his contact details.

Mr T is being represented by his daughter, Miss T, who has authority to act on his behalf.

## **What happened**

Dating back to 2012, a lasting power of attorney (LPA) was registered with the Office of the Public Guardian naming Miss T and Mr T's other daughter, 'R', as his attorneys – appointed to act jointly and severally. But it was updated in February 2023 so that Miss T was the sole attorney.

In March 2023, Mr T visited a Barclays branch with R. At that point, Barclays – with whom Mr T holds several accounts – hadn't been notified of the LPA. As all connected parties are aware, R raised concerns that Mr T was being financially abused, and explained he had a health condition affecting his capacity. Barclays applied restrictions to his account, meaning Mr T had to come to branch to withdraw cash (or provide invoices). Mr T's contact details were also amended.

Miss T then visited a branch and asked Barclays to reverse the changes. It didn't agree. She then supported Mr T in raising a complaint. Barclays maintained it had acted reasonably. It said no LPA or other authority had been registered on the accounts. And it had ultimately acted to protect Mr T.

Unhappy with this response, Mr T, represented by Miss T, referred the complaint to our service. Our investigator didn't uphold it. She thought it was reasonable that Barclays had placed these restrictions on the account while investigating the allegation.

Miss T told us Mr T didn't accept this response. In summary, she said Mr T didn't know the address his contact details were changed to, and the number had been changed to R's phone number. No one at Barclays had explained this to her. She said Barclays was refusing to discuss anything with Mr T due to concerns over his capacity. But she had a social services report from May 2023 confirming he had capacity. And Barclays had been cancelling her appointments to register the LPA.

The case was then allocated to me. I asked Barclays to provide a bit more information about what had happened. It provided a statement from the staff member who dealt with Mr T and R, who confirmed they were both present in branch when the details were amended. However, Miss T says this doesn't show Mr T consented to the change.

Barclays also provided records of Mr T's accounts over recent years, which it felt supported its decision to investigate. It also explained it had asked to speak to Mr T independently, given the nature of the concerns raised, but hadn't been able to.

I also asked Miss T for records of Mr T's capacity report from May 2023, along with any updates about his capacity, and the LPA. These documents have now been provided. In her response, Miss T clarified that her complaint was only about what happened in April 2023, not about the ongoing situation. I explained I still needed to see this information to be satisfied I have the right authority to consider this complaint.

### **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've decided not to uphold it. I'll explain why.

As Miss T (on Mr T's behalf) has made clear, this complaint concerns the events of April 2023 as opposed to the current state of Mr T's account. I'm conscious the ongoing restrictions are a consequence of what happened in April 2023. However, as instructed, I have largely focussed on the branch visit and surrounding events.

Miss T says the reason Barclays took the action it did was due to concerns over Mr T's capacity. I do think this is something which has fed into its decision, given what it has been told about Mr T's health. However, as it explained in its final response, that is not the primary reason for the action it took. It was due to concerns over financial abuse.

Miss T asserts Mr T did have capacity in April 2023 – and has provided a report from May 2023 in support of this. On balance, I agree this suggests Mr T had capacity at that time. But that also means he had capacity during the branch visit with R.

While Miss T says it was a breach that Mr T's details were amended by R, I'm not persuaded that's more likely what happened. I agree it would be a concern if Barclays had made these amendments based on R's word alone. But it's clear from Barclays' records – and from what Miss T told us – that Mr T and R went to branch together.

I appreciate Miss T says that doesn't mean the instruction came from Mr T. But bearing in mind he was there when the changes were made, it seems likely he was aware of and consented to the change. Particularly if, as Miss T asserts, he had capacity to make his own decisions. So, I don't think Barclays was wrong to amend these details.

I appreciate Barclays hasn't agreed to reverse the change. But, as stipulated, I'm primarily looking at whether it was reasonable to take that action at the time – which I think it was. While I appreciate Mr T's frustrations, Barclays says it had asked to speak to him independently before it considers further amendments while its investigation is ongoing.

I'm satisfied Barclays has ultimately acted to protect its customer. Given what it found out about Mr T's health, and the concerns R raised, I think it was reasonable to rely on the instructions given in the branch, with Mr T present and (seemingly) consenting, to amend the contact details and place restrictions on the account so it could investigate further.

Barclays has also shown me what it has reviewed from Mr T's account history which has added to its concerns. While this doesn't mean the allegation against Miss T is correct, I can understand why, based on the information it had, Barclays felt compelled to take action to look into the allegation and to protect Mr T.

I appreciate the account set-up is inconvenient for Mr T. However, I consider that inconvenience a result of a reasonable judgment by Barclays rather than as the result of an error. So I wouldn't expect Barclays to compensate Mr T for this, nor do I consider it fair to direct Barclays to revoke the action it has taken. I'd also explain that, as Mr T is the complainant here, I can't consider any distress and inconvenience caused to Miss T as his authorised representative.

### **My final decision**

For the reasons given above, 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 T to accept or reject my decision before 30 April 2024.

Rachel Loughlin  
**Ombudsman**