

## **The complaint**

Mr M has complained that Barclays Bank UK PLC (“Barclays”) asked that he provide his marriage certificate so he could change his name on his account and says that Barclays lost the certificate.

## **What happened**

Following a change in name, Mr M went to a Barclays branch to provide the necessary evidence to update his name. However as Mr M was told he’d need to book an appointment and one was not available anytime soon, he took the alternative option of sending his marriage certificate to Barclays.

However, Barclays says it never received the certificate.

Unhappy with how things were handled Mr M complained to Barclays. Barclays issued its final response letter on 2 November 2023 and upheld Mr M’s complaint. Barclays acknowledged that its website said original certificates should be sent and said it would change its website so that it will say copies can be sent. To apologise, Barclays offered to pay Mr M £200 for the inconvenience caused to Mr M. Barclays confirmed it had already credited Mr M’s account with £35 so that he can purchase a replacement copy of the certificate.

Unhappy with Barclays’ response to the complaint, Mr M referred his complaint to the Financial Ombudsman Service.

One of our investigators assessed the complaint and they ultimately concluded that Barclays should pay Mr M £300 compensation. The investigator concluded on the balance of probabilities that the marriage certificate was likely delivered to Barclays, and so they concluded that Barclays (rather than the postal service) had likely lost the certificate. The investigator acknowledged that the branch staff and website both said to provide the original certificate, when in fact a copy would’ve been accepted. Therefore, had this error not occurred they said that Mr M’s marriage certificate would not have been lost.

Barclays didn’t agree with the investigator’s assessment, so the matter was referred for an ombudsman’s 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 reviewed everything, I uphold this complaint. I will explain why.

Firstly, in terms of the evidence provided, the audit trail from the postal service, in my view does show that the marriage certificate was likely delivered to Barclays. I note that Barclays says that it doesn’t show that it was delivered to their address. But the postal receipt that Mr M has provided shows that the correct address had been entered for Barclays. And the

tracking details show it was “Delivered and Signed” and was showing against the name of the local ‘Delivery Office’.

So overall, I think the certificate was in all likelihood delivered to Barclays. Otherwise I wouldn’t expect it to have said ‘delivered’ within the tracking information, if it had not reached its end destination. I also don’t think it would’ve said that it had been ‘signed’, if it only got so far as the Delivery Office, but wasn’t actually delivered to the stated address.

Given that Barclays upheld the complaint, all that is left for me to consider is what redress is reasonable. I note that Barclays has already reimbursed Mr M for the cost to replace the certificate. Barclays also offered to pay Mr M £200 to apologise for the inconvenience, whereas the investigator recommended an increased amount of £300.

Overall, I think what the investigator recommended was not unreasonable in the circumstances. I note that Mr M had attended branch to update his name, but unfortunately, due to the unavailability of appointments, this prompted him to post the certificate. But it seems he possibly didn’t even need an appointment and could’ve got the name changed at a counter. And I also understand that he contacted Barclays a number of times to find out the whereabouts of his marriage certificate and was given differing information. I’m also mindful that the certificate was of sentimental value to Mr M.

### **Putting things right**

To put things right, I require Barclays to pay Mr M £300 for the distress and inconvenience caused to him by this matter.

### **My final decision**

Because of the reasons given above, I uphold this complaint and require Barclays Bank UK PLC to do what I have said above to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 14 October 2024.

Thomas White  
**Ombudsman**