

The complaint

Mr B, as executor of the estate of Ms P, complains about the service provided by Barclays Bank UK PLC ('Barclays') during the administration of the estate.

Mr B has authority to bring a complaint on behalf of the estate.

What happened

After Mr B notified Barclays about Ms P's death in 2023, Barclays paid him the money held in two accounts in Ms P's sole name. Barclays wouldn't agree to pay Mr B the proceeds held in an account it said Ms P had held jointly with a third party until Mr B also provided a death certificate for the third party, whom he told Barclays had pre-deceased Ms P. Mr B was also unhappy that Barclays had continued to send correspondence to Ms P after he'd notified her death, as well as a cheque book for the third party.

When Mr B complained to Barclays about the way it was handling the administration of the estate, Barclays partly upheld his complaint. It said Barclays had never received any documents or notification that the third party had died in 2018. So the joint account held with Ms P had become a sole account in the third party's name on Ms P's death. Barclays said it could close the account and release the funds to Mr B if he would complete the closure form and supply the third party's death certificate.

Regarding the letters sent to Ms P after Mr B had reported her death, Barclays explained that some letters will go out automatically until its system fully updates and the account is frozen. As this account was still live on Barclays' system, the cheque book was also issued and sent to the address held on record for the joint account holder (which was the same as Ms P's address). Barclays apologised for any distress this would've caused and confirmed the account was now frozen and no further letters should be sent.

Barclays said things had taken longer than it would have liked, as there was an internal error resulting in delay in the documents Mr B had sent being received by Barclays' Bereavement team – and Barclays also apologised for this poor service. By way of apology for the upset all this had caused Mr B, Barclays offered Mr B a payment of £150.

Mr B didn't feel this addressed his concerns and he brought his complaint to us, saying that he'd like Barclays to compensate him for lost interest and for the trouble and upset caused.

Our investigator looked into the complaint but didn't recommend upholding it. She explained that we don't have power to award Mr B compensation in his personal capacity as he was representing Ms P's estate. She said we could only award compensation if Barclays' actions had resulted in financial loss to the estate – and she didn't agree there had been any loss to the estate. She felt that Barclays had provided a reasonable explanation for why money that had belonged to Ms P was still being held in a joint account. She thought it wasn't unreasonable for Barclays to ask Mr B to supply a death certificate for the other joint account holder in these circumstances. So the investigator didn't feel she could fairly ask Barclays to do anything more.

Mr B strongly disagreed with the investigator's view and, following further correspondence, he asked for an ombudsman to review the complaint. He mainly said that he had direct knowledge of the fact that the third party had held a lot of money in Barclays' accounts and that Barclays would have been well aware of this and known about the third party's death because there had been a contested probate. Mr B put things this way: '...They made the mistake of overlooking this when they transferred (Ms P's) account into (the third party's) name, 5 years after (the third party's) death, and they made up the excuse of it being a joint account in order to cover up their mistake.'

Mr B also said that since Barclays had offered him £150, things had now dragged on so long this amount should be multiplied many times over. He said he still believed that he should be entitled to much more than this amount, to compensate for Barclays' mistakes and cover-up.

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 carried out an independent review and having done so, I've reached the same conclusion as our investigator.

Whilst I don't doubt that Mr B has suffered significant distress and inconvenience dealing with this case on behalf of Ms P's estate, under the rules governing our service, Mr B (as representative) isn't entitled to any compensation for distress and inconvenience.

I'm aware Mr B feels strongly that he should be entitled to receive compensation but that's not something I can ask Barclays to pay him. And it's not our role to fine or punish a business for its mistakes. That's the role of the regulator, the Financial Conduct Authority. I can only tell a business to pay compensation for trouble and upset experienced by its customer. So, Ms P's estate could be eligible to receive compensation, but not Mr B. If Barclays decide to pay Mr B – that's a matter for the business. Barclays has said its £150 offer is still available. If Mr B wishes to take advantage of this, I'd suggest he makes contact directly with Barclays as soon as possible to confirm his acceptance.

In order to uphold this complaint, I would have to find that Barclays made an error or acted in a way that wasn't fair and reasonable and this led to Ms P's estate suffering financial loss. So this is the focus of my decision.

I've seen Barclays' records showing that Ms P and the third party held a joint account – opened prior to 2011 and still active when Ms P died. Barclays has also shown me that the only information held by Barclays relating to the third party is in connection with the joint account – it has no other records for the third party. And it has no record of the third party's death being reported to Barclays on the joint account.

Mr B told us that he has direct knowledge of the fact that the third party held a substantial sum of money with Barclays prior to his death (now some six years or so ago). So I can completely understand Mr B's frustration about this – and I sympathise. But I wouldn't reasonably expect Barclays to hold on to old records indefinitely. Data protection requirements mean that, generally speaking, businesses are required to set reasonable retention periods for information they hold. It wouldn't be surprising to me or unusual if Barclays no longer held full records dating back to the third party's date of death. I can't fairly say that Barclays has done anything wrong, or acted unfairly or unreasonably, by acting in line with relevant legislation and its own policies to keep safe customers' private information, which I think is most likely what's happened here.

This means that when Mr B notified Barclays about Ms P's death, Barclays records showed there was still an active joint account and Barclays reasonably understood that the money in the joint account now belonged to the other named joint account holder. It's not the case that Barclays wrongly transferred the money in Ms P's estate to the third party. When Mr B explained that the third party had in fact pre-deceased Ms P, Barclays responded by asking him to produce the death certificate. That seems fair and reasonable to me – Barclays needed to see evidence of ownership of this money before it could pay it to Mr B. Dealing with estate assets is part of an executor's role and death certificates are readily obtainable. So I don't consider that Barclays made any error here or acted unfairly or unreasonably.

I haven't identified any financial loss arising from anything that Barclays did wrong. That would still be the case even if, as Mr B strongly believes, Barclays made a mistake when it didn't remove the third party from the joint account before Ms P's death. Barclays had explained what Mr B needed to do. And even if Ms P's money might have been paid to Mr B sooner than in the event happened, Ms P's money remained in the same account it was in prior to her death. So, the estate didn't lose out in money terms.

I am aware that Mr B has raised some further concerns about Barclays' delay resulting in lost interest on money he could have invested and the fact that it paid out money belonging to the estate after Ms P's death. I can't usefully add to what the investigator has said already about these matters and I can't comment further on issues that weren't part of Mr B's initial complaint.

Ultimately, funds owing to the estate have been correctly identified and paid to the executor. Based on the information I've seen and been told, it looks like the estate isn't out of pocket because of anything Barclays didn't do correctly.

All in all, I am satisfied that I haven't seen enough to uphold this complaint. It follows that I can't award redress to Ms P's estate (or to Mr B personally) for the reasons I've explained above.

I appreciate that Mr B would like answers to questions he has raised – and I may not have addressed every single point raised or question asked. 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 B has mentioned in order to reach a fair decision.

I hope that setting things out as I've done helps Mr B to understand how I've reached my conclusions.

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 the estate of Ms P to accept or reject my decision before 5 November 2024.

Susan Webb
Ombudsman