

The complaint

Mr O complains that Barclays Bank UK PLC failed to accurately carry out his instructions to set up a third-party authority on his sole accounts only. In error, the authority also included Mr O's two joint accounts.

What happened

Mr O went to a branch of Barclays to give authorisation for his son to have access his sole accounts only. But he said that Barclays also gave his son access to the joint accounts he had with other parties, which caused him embarrassment.

Mr O queried this with Barclays and was told the access was given in error. He said Barclays has now rectified its error, but he would like Barclays to write to the joint account holders confirming his son doesn't have access to their joint accounts. Mr O said that Barclays had failed to do this, and he complained.

Barclays apologised for its error and offered Mr O £150 compensation, which he declined. Barclays said it had written to the parties to the joint accounts to correct the error about the third-party authority.

Mr O wasn't satisfied with Barclays' response and referred his complaint to our service. Our investigator didn't recommend that the complaint be upheld. He said we can't tell Barclays to write to account holders as we aren't the financial regulator. He said Barclays fixed the error on the same day it occurred, and no joint account information had been provided to Mr O's son.

Mr O wasn't happy with this outcome and requested an ombudsman review his complaint. He said the investigator had failed to address the severity of Barclays' misconduct and breach of trust to him as a long-standing customer. Mr O said £150 doesn't begin to compensate for the impact of the mistake and the breach of confidentiality and data protection.

Mr O said the outcome reached by the investigator suggests that financial institutions can buy their way out of breaches and raises concerns about our effectiveness in holding them accountable. He said that saying we aren't the regulator is a weak excuse, and questioned our purpose if we can't take meaningful action. He said we should have told Barclays to send a formal correction letter.

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.

Mr O complains about the breach of confidentiality that occurred when Barclays gave third party access to his joint bank accounts contrary to his instructions. He said the bank's error has caused reputational damage and personal distress.

I was sorry to learn that what should have been a straightforward process of implementing third party access to Mr O's sole accounts has turned into a difficult and embarrassing experience for Mr O. I'm pleased that Barclays has apologised for its error in widening this access to Mr O's joint accounts against his intentions. My role is to determine whether Barclays has taken reasonable steps to put things right and to deal with the consequences of its mistake. As an ombudsman I do have the power to take meaningful action where I consider that to be a fair and reasonable means to resolving a complaint.

According to Barclays' records, the 'internal error' was fixed the same day and new letters were sent to the joint account holders stating that Mr O's son had no access to the accounts. These replaced the earlier letters stating Mr O's son had now been given access to the joint accounts.

Mr O has said the mistake by Barclays caused a breach of confidentiality and he wasn't satisfied that Barclays had written explaining its error to the other joint account parties. Barclays said that Mr O's son has never had access to the joint accounts because as soon as the error was discovered, it was rectified.

Although it doesn't appear that Mr O's son ever accessed the joint accounts, the error caused Mr O embarrassment. He wanted Barclays to write to both other parties on the joint accounts to confirm its error and the removal of the third party. Barclays said it had already done so and this is supported by its records.

Mr O wanted to see copies of Barclays' letters to the third parties and eventually after some delayed and mistaken communication, these have been provided. I think this deals with the error concerning the confidentiality of the accounts. I don't think there has been a breach of data protection legislation, but these are best dealt with by the Information Commissioner rather than this service.

When we make awards of compensation we are not looking to fine or punish a business (as that is not our role) but to find an award that fairly and reasonably compensates the complainant for the wrong that has been done. We must decide whether that mistake has led to the complainant suffering a financial loss and/or material distress and inconvenience. And, if so, to award compensation to put right any loss and/or fairly recognise the distress and inconvenience caused. I am pleased that Barclays' error has not caused Mr O a financial loss.

Barclays offered Mr O £150 which it said he rejected. Having considered the circumstances of Mr O's complaint, I agree with Barclays and the investigator that compensation of £150 is fair and reasonable. Our guidance describes this compensation as fair in respect of, *'repeated small errors or a larger single mistake, requiring a reasonable effort to sort out'*. The compensation is consistent with awards in similar complaints that this service has considered.

And so, in conclusion, I think Barclays' award of £150 compensation is a fair and reasonable reflection of the impact of its error on Mr O and this means that his complaint is not upheld. However, Barclays' offer of compensation remains open to Mr O and I also think Barclays should add £50 compensation for the time it has taken to send Mr O copies of the letters it sent to the joint account holders. This means that if the parties agree, Mr O should contact Barclays to arrange a payment totaling £200 in resolution of his complaint.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or

reject my decision before 27 May 2025.

Andrew Fraser
Ombudsman