

## The complaint

Mr G complains that Barclays hasn't kept a record of an old passbook account, and has refused to pay accrued interest from 1971 to date.

## What happened

in July 2024 Mr G visited a branch of Barclays, having been told over the phone that he needed to do so. This was because he had an old passbook for a deposit account, with the last entry in it being made in 1971. At that stage there was a balance of £60. Mr G asked for the passbook to be made up with accrued interest from 1971. The cashier was unable to do this as they could find no trace of the account. Mr G put in an application for recovery of the funds. Barclays responded in August 2024. It concluded that, based on its records of closed accounts, any accounts were closed more than six years ago with either a zero balance or the remaining funds having since been reclaimed. It later said it had found one old joint account which closed in 2023 with a balance of £0.63.

Mr G disputed that the passbook account had been closed or that he had transferred any monies out of it. In particular the passbook that he had set out that no payment could be made without the passbook being produced. He repeated his demand that interest be added to the £60 in the account at the rate of 8% per annum from 1971 to date.

Barclays' final response was that as it had no record of the account, and legally it was required only to keep those records for six years, it couldn't uphold Mr G's complaint. It offered a payment of £60 as a goodwill gesture which Mr G declined.

On referral to the Financial Ombudsman Service, our Investigator said that they didn't think Barclays should be required to do anything further.

Mr G didn't agree, and the matter has been passed to me for an Ombudsman's consideration.

## 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.

Where the evidence is incomplete or contradictory, as some of it is here, I have to make my decision based on what I think is most likely to have happened. But it may be that I can't make a finding and if this is the case I shall say so. I have a duty to be impartial so I have to assess both parties' evidence fairly.

Where an account can't be found, we would expect Barclays to carry out all the necessary searches. And from the records Barclays has shown us, it does appear that it carried out extensive searches. It couldn't trace the deposit account the passbook related to. It's not required to keep records going back more than six years, so it said it was likely that the account had been closed more than six years ago, with a zero balance or with the remaining and the funds either paid to Mr G or transferred to another account. I think this

was reasonable and Barclays has done what we would expect it to do.

I'm sorry but this means we wouldn't expect Barclays to pay accrued interest on the account as if it had been in existence from 1971 until the present day. I think it's likely that the funds on that account were either withdrawn by Mr G or transferred to another account.

If the account had been made dormant, Mr G would have received a notice to that effect. And the account would've been transferred to a separate register of dormant accounts, where the record will remain indefinitely. I'm satisfied that Barclays has made a search of its dormant account records and could find no evidence of Mr G's account.

I appreciate that Mr G denies that he has ever withdrawn or transferred the funds. He has pointed out that, his passbook says "no payment will be made except on production of this book". Regrettably that doesn't mean that the passbook is an accurate statement of the account as of the present day. Banks are willing to release funds in such an account without a passbook eg where the passbook has been mislaid. This means that Mr G's funds could still have been released and the passbook not made up.

Mr G has put his view to us that when he asked the Barclays staff member to make up the passbook to date with accrued interest, and they refused to do so, they were in breach of contract. I should advise that although I take the law into account, I won't make a declaration as to what the legal position is. As I've said, my remit is to decide what was fair and reasonable. And I think that Barclays has acted fairly and reasonably in this case.

Mr G asserts that by offering him £60, Barclays has downgraded his deposit account to that of a non-paying interest current account. The £60 was offered as a goodwill gesture, that is without admission of liability. Whilst this is what the original sum was in his account, I don't think Barclays' offer means that the account still exists.

In respect of dealing with his complaint, I'm unclear when Mr G visited the branch, but I think this was in early July 2024. Barclays took copies of his passbook. I'm satisfied that it carried out searches after that and it responded on 4 August 2024 to explain that it had been unable to trace any closed accounts with any funds due to be reclaimed. I'm aware that it also wrote later in August advising Mr G that he still had one account that was open and an account that was closed in 2022 with a zero balance. In November 2024 it advised it had discovered a former joint account which had been closed with a balance of £0.63.

I'm generally satisfied that Barclays dealt with Mr G's complaint appropriately. If he wants to accept the £60 gesture of goodwill, he should contact Barclays.

## My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 June 2025.

Ray Lawley Ombudsman