

The complaint

Miss W complains Barclays Bank UK PLC provided copies of joint account statements she held with her late mother to her sister, without her consent. She also complains Barclays changed the address on these accounts to her sister's address and her sister received a series of statements she should not have.

What happened

I sent the parties a provisional decision in August 2025, in which I set out the following background information to the complaint and my provisional findings, as follows:

Miss W explained she held two joint Barclays accounts with her mother, who sadly passed away. Miss W said she therefore became the sole account holder of these accounts in June 2024. Miss W explained she realised she wasn't receiving statements for these accounts so contacted Barclays in January 2025. Miss W said she then became aware Barclays had changed her correspondence address and had been sending her regular statements to her sister.

Miss W explained her sister was a co-executor to her mother's will with Miss W registered as the other executor. Miss W explained her sister had no legal right to any funds within the joint accounts and she had confirmed this in writing to her sister through her legal representation.

In early January Miss W visited a branch of Barclays and asked why she had not received any statements recently for these accounts. Barclays told her the correspondence address it held on file, which Miss W recognised as her sister's address.

Miss W explained she tried to raise a complaint when she got home but couldn't as Barclays weren't able to take her through security due to the address changes made. Barclays said she would have to go back to the branch the following week and her account was now 'under review'.

Miss W explained she then visited the branch again who said it couldn't tell her anything and she would need to contact head office. Miss W said she was passed back and forth during this time.

Miss W said on 23 January she finally spoke with someone at Barclays who helped her and told her she would need to speak with the Barclays fraud team. She spoke with the team who said it couldn't provide details but confirmed her sister had apparently contacted Barclays, they had started an investigation, and Barclays would tell her of the outcome.

Barclays called Miss W a few days later. It explained Miss W's sister had contacted a branch and said she needed the statements for probate, she also wanted access to the bank accounts. During this contact Barclays said it changed her correspondence address to her sisters and sent her regular bank statements for these accounts to her sister from September 2024 to January 2025.

Miss W said Barclays told her it was obliged to provide the historic information regarding the accounts due to probate rules. Miss W disagrees and maintains her sister should not have had access to these account at all. She complains Barclays didn't tell her sister had made contact, changed details and requested historic statements. This only came to light because she realised something was wrong. Miss W said she still doesn't know what information Barclays gave her sister.

Barclays confirmed what it had told Miss W in its final response letter. It reiterated Miss W's sister contacted it and asked for statements for accounts Miss W historically held jointly with her mother. Barclays said under 'regulatory requirements' it had a duty to issue the information to the executor and didn't agree it had made a mistake on this point, explaining it issued statements up until the accounts were made into Miss W's sole name.

Barclays accepted its bereavement team updated the address for both accounts to Miss W's sister's address and confirmed statements between September to January were sent to this new address. Barclays upheld this part of Miss W's complaint, accepted this was a bank error and confirmed it had reported it inline with regulatory requirements.

Barclays has more recently recognised further anomalies with how it processed the request by Miss W's sister, including an unsigned document. Barclays offered Miss W a total of £450 compensation for the distress and inconvenience this error has caused her.

Our investigator didn't think Barclays needed to take any further action. They explained they agreed with Barclays and thought Miss W's sister was entitled to the historic statements, but accepted Barclays had made an error when changing the address and sending out further statements to Miss W's sister's address. They thought Barclays had done enough to put this right and offered reasonable and fair compensation in the circumstances.

In response to our investigator's view, Miss W reiterated Barclays shouldn't have allowed access to the accounts. She explained the only proof her sister would have had would have been the will which would have shown she was also an executor. She maintained Barclays therefore should have contacted her. She also said as the account was a joint account it wasn't subject to probate so her sister shouldn't have been given access.

Miss W asked our service to consider Barclays processes alongside legislation and assess the data breach required reporting.

As Miss W rejected our investigator's recommendation, her complaint has been passed to me to make a final decision.

My provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Firstly, I was sorry to hear of Miss W's sad loss. I appreciate this must have been a difficult time for her and I offer my condolences.

I would like to assure Miss W, I may not mention every point raised, but I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Where evidence is incomplete, inconclusive or contradictory, I have to make decisions on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

Before I set out my thoughts on Miss W's complaint, I think it will be helpful if I explain our service's approach to compensation and the circumstances in which we ask businesses to award compensation.

Our role isn't to punish or regulate businesses, we are not a regulator, and we do not have the powers to fine companies or change businesses process or procedures. Instead, where we find a business has made a mistake, we aim, as far as possible, to put the consumer back in the position they would have been in had the error not occurred. We can only consider whether the customer was treated fairly and reasonably in the circumstances of the case in hand. So, our service focuses on the impact the mistake had on the consumer, and what action fairly and reasonably resolves the issues complained about for both parties.

There are two main issues for me to consider here. Firstly, there is the issue of whether Miss W's sister was entitled to the historic copy statements from the joint accounts. Barclays has maintained it didn't do anything wrong here, and Miss W's sister was entitled to these documents in her role as executor.

The second matter is whether Barclays has done enough to rectify the issue of changing Miss W's address and sending out sole account statements to her sister. Barclays has already accepted this was an error, apologised, rectified the error and offered compensation.

I also appreciate Miss W has complained about the poor service she received when trying to resolve this matter, which has been detailed above.

Dealing with the first point, I have considered carefully the submissions by both parties when making my decision. In summary, Barclays has said it isn't unusual for executors to ask for several years' worth of statements and as Miss W's sister was an executor on the account, and it didn't know there was any dispute, it did nothing wrong in providing historic copy statements for the joint accounts when asked.

I am satisfied it isn't in dispute Miss W's sister was an executor at the time she requested the statements; she could therefore act on behalf of her mother.

Requesting copy statements is something Miss W's mother would have been able to do as party to the account at this time, so I can't reasonably find Barclays did anything wrong here when it provided them to Miss W's sister.

I would assure Miss W I have considered the submissions she made regarding the lawfulness of this action. In response to these submissions I am not persuaded Barclays needed to contact her in the circumstances. I haven't seen any evidence Miss W raised a dispute with Barclays. It therefore had no way of knowing this when presented with a legitimate executor asking for information about Miss W's mother accounts before she sadly died. I therefore think Barclays acted reasonably when it provided these statements to Miss W's sister.

Furthermore, I am persuaded it wasn't unusual for an executor to the estate to request historic statements. Executors often need historic financial information to establish the appropriate liabilities, such as for tax purposes and establishing any gifts paid to parties, which can impact the final payments from the estate.

I am therefore not persuaded Barclays did anything wrong in these specific circumstances by providing copy statements to an executor after Miss W's mother's sad death. I therefore provisionally do not uphold this part of Miss W's complaint.

Moving on to the second part of Miss W's complaint. Barclays has admitted it made a

mistake. It accepts it shouldn't have changed the address to Miss W sister and sent sole account statements to this address. Barclays has explained this was human error and has provided feedback to the individuals involved. Barclays has also offered compensation and apologised for this. I therefore uphold this part of Miss W's complaint.

Miss W has confirmed she thankfully hasn't suffered any financial loss because of this mistake. I am also satisfied, from the evidence I have seen, there was very limited activity on these savings accounts. There is also evidence some of the statements were not delivered and were returned to Barclays, somewhat mitigating the potential issues these statements could have caused.

As I have discussed above, I am satisfied Miss W's sister was lawfully aware of the existence of these savings accounts in her role as the executor. The evidence suggests she would have also been aware these accounts would have become sole accounts after Miss W's mother's death. So, considering this with the limited activity, I don't think the data breach has had as significant an impact as it might have. I appreciate Miss W has said she has suffered emotional and mental distress because of this, and I have absolutely no reason to doubt this, but I do feel the impact is somewhat tempered by these points.

I would like to be clear, this in no way excuses the actions of Barclays, and I appreciate the implications could have been more serious. But I trust Miss W understands I must consider the actual impact that occurred. Our service can't award for what hypothetically might have happened. We consider what did happen, the impact that had on the consumer and what resolves the issues fairly and reasonably for all parties considering all the circumstances.

The evidence shows Barclays corrected the address after being advised of the error. I can see there is some consistent evidence from Miss W that she received some poor service from Barclays here when trying to resolve the issues. She explained she had to visit a branch twice and was misadvised to contact Barclays head office. It does appear from the evidence presented by Miss W it took approximately three weeks for the issues to be dealt with. I have no reason to doubt this testimony and Barclays has not disputed this.

Having considered this carefully, I am persuaded the offer of £450 total compensation is lower than I would expect for the distress and inconvenience. I provisionally think Barclays should pay £600 which I consider a reasonable and fair award for the impact of the distress and inconvenience this matter has sadly caused Miss W.

My current thinking is this was a serious breach by Barclays. I appreciate the distress this would have caused Miss W would have been considerable. The evidence I have seen suggests Miss W is in dispute with her sister, so such sensitive information being sent directly to her home address would have been very difficult. I appreciate Barclays didn't know this, but I must be led by the impact on Miss W. This is all compounded by the poor service Miss W received after recently suffered a bereavement, which Barclays knew about.

I therefore provisionally accept this mistake, and the associated poor service, caused Miss W some considerable distress and took a lot of effort to resolve, with the impact lasting over several months. I provisionally think this award is in line with what I would expect in the circumstances presented and within the general framework our service uses when assessing compensation amounts.

I trust I have explained in sufficient detail my reasoning. Finally, I am aware Miss W has sought legal opinion on her complaint. Our service is an alternative to Court and doesn't replicate its role. If Miss W rejects my final decision she can still take legal action.

My provisional findings and the parties' responses

Barclays replied to my provisional decision accepting it.

Miss W also responded to my provisional decision with a series of further points she wished me to consider. In summary her submissions were:

1. She maintained her sister didn't have any right to historical data related to the joint accounts. She cited the right of survivorship, data protection and the limitation on executor's powers to support her position.
2. She reiterated Barclays had failed in its duty of care and breached cited data protection legislation by disclosing information to her sister.
3. She considered my provisional decision underestimated the seriousness of the breach on her personally.
4. She submitted the provisional award was inadequate considering the circumstances.

I have carefully reconsidered my provisional decision following the above. Having done so I remain of the view I gave in it.

I remain persuaded Miss W's sister was entitled to historic documents for the reasons I have given above. I would like to take this further opportunity to highlight one element for clarity and to support my view. A responsibility of an executor is to calculate and pay inheritance tax. I would direct Miss W to the Gov.uk regarding inheritance tax and how it is calculated, which may include funds held in joint names and passed to a survivor.

I certainly do not disagree with the points Miss W has made regarding the principle of survivorship and *funds* in the joint account become hers. I also agree Miss W's sister shouldn't have had current copies of the statements, but as I explained, our service is limited in the outcomes we can find regarding such matters.

I have carefully reconsidered the impact following Miss W's recent comments, having done so remain of the view £600 is fair and reasonable compensation for the distress and inconvenience this matter has caused her. Our service can only award compensation in line with the guidance set for us, I am satisfied the proposed award remains in line with what our service would expect in these circumstances.

I do appreciate Miss W will likely remain dissatisfied with my decision, if she wished to pursue this matter through the courts she can formally reject my decision and neither party will not be bound by it.

Once again, I am sorry for Miss W loss. I appreciate this matter has caused her some clear distress during a very difficult period for her.

My final decision

For the reasons I have given, my final decision is I require Barclays Bank UK PLC to pay Miss W a total of £600 compensation for the impact of the distress and inconvenience it caused Miss W.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 25 September 2025.

Gareth Jones
Ombudsman