

The complaint

Mrs D complains Barclays Bank UK PLC wrongly closed her accounts and transferred funds out.

What happened

The facts of the complaint are well known to both parties, so I will only provide a summary of the key points.

On 22 October 2019 Barclays received notification that Mrs D had passed away, and funds in the account needed to be released. At this time documents were submitted to Barclays – including identification details and letters of administration. Barclays informed the third party making the request – who I will refer to as O, that further documents were required before any funds could be released as the details provided to date were from Nigeria. This included a Grant of Probate which was sealed in the UK. Throughout October 2019 and up to March 2022 there were various exchanges between Barclays and O, who had also appointed a solicitor to assist in the process.

In March 2022 O was able to provide the necessary information – this included a resealed Grant of Probate, and Barclays released the funds from Mrs D's current and savings account to the nominated account. On 10 March 2022 a payment of £64,062.07 was made from Mrs D's USD account to O's solicitor's nominated account. The following day a transfer of £59,281.34 was also made to the same account. Barclays had no further contact from O after this.

On 19 September 2023 Mrs D attended branch to query the closure of her accounts. Mrs D believed the closure was due to the fact she didn't reside in the UK, but she was informed the closure was due to Barclays being informed she had passed away. Mrs D raised concerns about the closure of her accounts, and the whereabouts of the funds that was held within them, and her concerns were escalated to Barclays' complaints team.

Barclays asked Mrs D to attend branch to verify her identity. Mrs D did this, and due to ongoing concerns Barclays explained it wasn't able to compensate Mrs D for the funds it had released to O.

Unhappy with this response Mrs D referred her complaint to our service. An Investigator gathered the relevant evidence and in summary, made the following findings:

- Barclays advised O that funds could only be released with a Grant of Probate.
- O provided the necessary documents on 1 March 2022. This included confirmation that the Grant of Probate had been sealed with the family division's official seal. The seal serves as a visual verification of the documents authenticity.
- Barclays didn't make an error in releasing the funds held in Mrs D's account after receiving these documents.
- Barclays recognised a legal document and followed procedures correctly.
- Mrs D should seek legal advice about the documents supplied by O.

Mrs D disagreed with the review, explaining Barclays never shared the documents that O produced with her. Mrs D says the statements sent to her by Barclays were never received, and the process used by Barclays was flawed as it has allowed forged documents to be accepted.

As no agreement could be reached, the complaint was referred to an ombudsman for a final 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.

Mrs D has made a number of points to this service and I've considered and read everything she has said and sent us. But, in line with this service's role as an informal body, I'll be focusing on the crux of their complaint in deciding what's fair and reasonable here.

Having done so, I've decided to not uphold this complaint. I know Mrs D feels strongly about this complaint, and I don't undervalue how challenging and upsetting the circumstances she's found herself in are. I'll explain why.

At the heart of this complaint is Barclays' decision to release funds to O. I've looked carefully at the timeline of events and the process Barclays followed. Firstly, the documents initially provided by O were checked and Barclays made the decision that a UK Grant of Probate was needed. Broadly speaking, the assets of an estate are governed by the law of their location. In the circumstances of this complaint, Mrs D's account was held in the UK. It is common practice for firms to require a UK Grant of Probate to ensure that an executor of an estate has the legal right to an estate's UK assets. In my opinion, this is a reasonable step, in the process of verifying that they are passing on the estate's assets to the right person.

O with the assistance of a solicitor was able to provide a UK Grant of Probate, which was verified and checked by Barclays. Mrs D says the system in place at Barclays is inadequate, and it has failed to carry out a proper check before releasing Mrs D's funds. I've thought about Barclays' actions here and the process it had in place, and I can't see that it has acted unfairly. Given the level of details O was able to provide, and the fact she provided a Grant of Probate, and had a solicitor representing her, I think Barclays had a duty to follow her instructions to release funds. Barclays also had no reason to doubt the authenticity of the information provided, and the actions of O, who claimed to be Mrs D's daughter.

Mrs D says she hadn't received statements from Barclays for some time. I've looked at the details Barclays held for her, and Barclays has sent correspondence to the address it had recorded for her. I understand Mrs D says she resided outside the UK, but it doesn't seem Mrs D updated Barclays with this change, or new contact details. The statements on the account show there was very little activity on the account in the years prior to the closure – they were essentially dormant. Barclays had no reason to doubt Mrs D hadn't received previous statements and there was no indication based on the evidence it held that Mrs D's personal details had been compromised.

Mrs D has understandably raised concerns about the process at Barclays on a wider level – including the KYC checks it conducts. I understand Mrs D's strength of feeling about these matters. It is the role of the Financial Ombudsman Service to resolve individual complaints and to award redress where appropriate. We do not perform the role of the industry regulator, and it is not our role to comment on how businesses conduct their operations – and this includes how they chose to deal with accounts in light of probate laws and

guidance. That's the role of the Financial Conduct Authority (FCA). So I am unable to comment in detail on the robustness and effectiveness of Barclays' policy and approach.

I know Mrs D feels there has been a lack of engagement with her by Barclays, and it hasn't shared information with her, such as the Grant of Probate documents. Our rules allow us to receive evidence in confidence. We may treat evidence from regulated businesses as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. A significant amount of the information Barclays has provided is information we consider should be kept confidential. However, the information is relevant and pertinent to Mrs D's complaint, and I have considered it in detail. Having done so, I'm satisfied Barclays has acted fairly in requesting further details from Mrs D, and its decision not to compensate her for the losses she is claiming is fair.

However, I appreciate this doesn't diminish the specific impact Barclays' actions have had on Mrs D at what is an upsetting and stressful time. At the time Mrs D was making enquiries the about her account Barclays could only provide a limited amount of information, and it needed to clearly establish the timeline of events and whether Mrs D could be provided with the information she requested.

In order to put things right Mrs D has asked Barclays to pay her the amount in the account that it transferred to O. For the reasons I have explained above, I don't consider this to be appropriate action for Barclays to take. Based on the details I've seen this now appears to be a dispute between Mrs D and O. I would encourage Mrs D to take independent legal advice regarding these issues.

I sympathise with the position Mrs D has found herself in. But for the reasons I've explained above, I don't think it would be fair to hold Barclays responsible for the money Mrs D says she has lost. I know Mrs D be disappointed with the decision I've reached, but I hope it provides some clarity around why I won't be asking Barclays to take further action.

My final decision

My final decision is that I do not uphold this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 5 December 2025.

Chandni Green
Ombudsman