

### **The complaint**

Mr and Mrs P complain that Barclays Bank UK PLC gave them incorrect information about opening their Instant Access Savings Accounts (ISA). They said they were told that the accounts could be opened without them being present and because they were not opened when they should have been, they have lost out on £136 worth of interest which they would like refunded.

### **What happened**

Mr and Mrs P said they went into a Barclays branch in early February 2025 and spoke to a member of staff about their accounts. They said that at this meeting, it was recommended that Mr P could transfer £10,000 into his existing ISA and a new account would be opened in Mrs P's name for £20,000. Mr and Mrs P said it was also agreed that they could both open new ISA's on 6 April both with £20,000.

On 26 February 2025, Mr and Mrs P went back to the branch and spoke to the same adviser, and a new account was opened for Mrs P and they asked that two more ISA's were opened in the new tax year.

Mr P said that the adviser had gone away and spoken to someone else and returned to say that it would be possible to open the accounts without them being present. Mr and Mrs P said they were happy with this as they are both elderly and this would avoid them having to attend in person.

They later found out that the accounts were not opened and because of this, they have lost £136 worth of interest. Mr and Mrs P said that when they spoke to someone else at the branch, they explained that it would not be possible to open the ISA's without them being present as it would be illegal. The new accounts were then opened in May 2025.

Mr and Mrs P complained to Barclays, but they didn't uphold the complaint and reiterated again, that ISA's cannot be opened in branch without them being present and that Mr and Mrs P would not have been told this.

Mr and Mrs P remained unhappy, so they brought the complaint to the Financial Ombudsman Service where it was looked at by one of our investigators. The investigator didn't uphold the complaint and said there may have been some miscommunication, but it wasn't possible for the ISA's to be opened without Mr and Mrs P being present.

Mr and Mrs P didn't agree and said that the adviser left the room twice to find out if the ISA's could be opened and at no time was it mentioned that they would both need to be there for them to open the accounts. Mr and Mrs P believe that Barclays have acted unfairly and would like the loss of interest refunded.

As Mr and Mrs P disagreed, they asked for the complaint to be reviewed by an Ombudsman, so it's been passed to me to decide.

### **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.

While I'm sorry to disappoint Mr and Mrs P, I have reached the same outcome as the investigator, and I won't be upholding this complaint.

Having looked at everything carefully, I do agree that there has possibly been some miscommunication here. I appreciate that Mr and Mrs P have said this would not be on their part.

I understand that Mr and Mrs P wanted two new ISA's opened for them for the new tax year and they were told due to the weekend, that the earliest date they could be opened would be 8 April 2025. Having looked through the contact notes that I've been provided with by Barclays I can't see that it was agreed that two new ISA's would be opened on 8 April 2025 without Mr and Mrs P being present. I do appreciate that Mr and Mrs P believe they were told this. I wasn't present in the branch so I can only base my decision on the facts, what I have been told and any evidence I've been provided with.

Barclays have explained that any new ISA accounts must be opened in branch face to face or this is something that can be done over the telephone, as identification needs to be checked. ISA's also have their own rules so declarations need to be explained and not something that can happen without a customer being present.

I know that Mr P has said that the adviser asked someone else twice as she left the room, but it's not possible to know what conversation happened and it may well be that it was agreed that it can be opened on that day but that Mr and Mrs P would need to visit a branch, or they would need to call in order for it to happen. Like I said, I wasn't present at the time so I don't know what was said, but I need to consider what likely happened here. But based on what I have seen, I haven't seen anything that persuades me that Mr and Mrs P were told that Barclays would open the ISA accounts without them being present as this isn't normal practice so I can't see any reason why it would be agreed when it's not something that can be done. I do think that some sort of mis-understanding has happened here.

I do appreciate that Mr and Mrs P feel very strongly about their complaint and that this has upset them, but I'm not in a position to ask Barclays to refund the interest they have lost out on as I'm not persuaded that Mr and Mrs P were told the accounts could be opened without them being present.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 30 December 2025.

Maria Drury  
**Ombudsman**