

The complaint

Mrs R and Mr W complain on behalf of the estate of the late Mr R that Barclays Bank PLC caused the estate inconvenience, frustration and caused the executors stress by the poor performance of Barclays' ISA team in its handling of the various ISA transfers.

What happened

Mr R died in January 2024. Mr W is an administrator of the estate and organised meetings with Barclays, accompanied by Mr R's widow, Mrs R. Mr W said most of Mr R's estate was invested in seven ISA's - four cash and three in shares - spread over six providers. These were encashed and the proceeds held in a joint account in the names of Mrs R and himself. He said on 28 October 2024, Mrs R opened an ISA and completed six Additional Permitted Subscriptions (APS) forms, which went to Barclays' head office with funds for the new ISA.

Mrs R also held seven ISAs and decided to consolidate these to one cash ISA with Barclays and on 5 November 2024 completed the ISA transfer forms. Mr W said Mrs R wrote to Barclays on 28 November 2024 about slow progress. Mr W said he became so frustrated by the delays in the allowance transfer and transfer of the ISA that he arranged a meeting at Barclays' branch on 7 January 2025. He complained to Barclays about the delays by letter of 27 January, but said he received no response, nor to his chasing letter of 25 February 2025.

Barclays replied to Mrs R's complaint on 7 January 2025 that it hadn't made an error with the ISA transfers. Barclays said it had advised Mrs R that her National Insurance number was incorrect with another provider (M), and this delayed transfer of her ISAs to Barclays and any complaint should be to M. Barclays said it had sent multiple requests for information to M, without response and had issued the correct documents according to the regulations. Barclays responded further to Mrs R on 6 February 2025 to confirm its previous response and said all information from third parties had been received and transfers completed.

Mrs R and Mr W met Barclays on 18 March 2025 to transfer her matured ISA. Barclays said Mrs R needed to open a new ISA as it isn't possible to transfer an ISA from another provider for two months after opening. Mr W said Barclays' staff couldn't say if this is Barclays' policy or a regulator's requirement. Mrs R decided not to transfer her existing ISA to Barclays.

Mr W said they were also told that the transfer of Mrs R's ISA from another provider had still not taken place because Barclays' ISA team were still awaiting the 'signed authority' from another Barclays' department despite his informing Barclays by letter of 27 January 2025 that this was the document the other ISA provider required.

Mr W said he and Mrs R visited the Barclays' branch again on 8 April 2025 and the transfer had still not taken place, but they were informed the 'signed authority' had been sent to the other ISA provider the previous day. Mr W said Mrs R received confirmation from the other ISA provider that the transfer had taken place but no confirmation from Barclays.

Mr W said he and Mrs R have suffered much inconvenience, stress and additional work due to Barclays' handling of the ISA and allowance transfers. Barclays had said it hoped to

complete the transfer within 30 days of completing the application – the end of October, but the last transfer completed on 14 April 2025.

Mr W wasn't satisfied with Barclays' responses to Mrs R and lack of response to his letters and referred the complaint to our service. He said Barclays' contradictory letters had added to their frustration. And Mrs R lost financially as the APS transfer information was provided on the initial transfer forms but the money was not paid into the ISA until a few weeks after Barclays had confirmation of the amount of the allowance. This was due to Barclays asking for the account details again. Also, the delay in paying Mrs R's Stocks and Shares ISA *'is likely to have realised a reduced cash amount, given the recent turmoil in the markets'*.

Our investigator didn't recommend the complaint be upheld as she said the delays were not caused by Barclays, but due to waiting for information from other ISA providers. She said Barclays received Mrs R's form on 29 October 2024 and processed it the next day. Barclays contacted the relevant providers for the APS allowance, and they all replied by 21 November 2024, other than M. She said Barclays sent three chasers before M's response on 2 January 2025. Barclays have said that all responses needed to be in by 13 December 2024, and as this didn't happen with M unfortunately the transfer was cancelled.

Mr W forwarded a letter from M saying the delay was due to Barclays as it had responded on 22 November 2024 asking for an acceptable Authority Transfer Form, but Barclays re-sent the same form. M said this was eventually accepted. But Barclays have two letters from M with nothing to show it requested another form, though three chasers were sent to M.

Mr W wasn't satisfied and requested an ombudsman review the complaint. He said the investigator had focussed on M's delay and ignored other issues. As to M's delay, he said the investigator had confused the two types of transfer; the APS allowance and the transfer of Mrs R's ISAs to Barclays. He said after their meeting in October 2024, Barclays said once it received confirmation of the APS allowance from the other providers, the amount would be transferred to Mrs R's ISA from the funds from the encashment of the late Mr R's ISAs.

Mr W said the investigator hadn't commented on the lack of response from Barclays to his complaint letters or contacted M about its response to Barclays' requests. He said M had said it initially sent the APS transfer authority to Barclays on 8 November and again on 24 December, which Barclays confirmed was received on 2 January 2025, but it wasn't until 30 January 2025 that the money was paid into Mrs R's ISA. Mr W said the transfer of Mrs R's M ISA to Barclays completed on 14 January, though it wasn't until 17 February that the money was paid into Mrs R's ISA. And so, there are questions as to whether Barclays failed to act on letters sent by M but also the delay before the monies were invested in Mrs R's ISAs.

Mr W said that since their October and November 2024 meetings they have had to write over a dozen letters and attend three meetings at Barclays to progress the transfers. He said this was due to Barclays' failure to communicate and processing delays.

The investigator said she'd requested all communications between Barclays and other providers (including a provider N), and although M said it responded on 8 November 2024, this wasn't received by Barclays and was chased before M's response on 24 December 2024. She said as the complaint is about Barclays we don't generally involve third parties.

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.

There's a great deal of correspondence on this complaint and many points have been raised. I will, however, focus on issues which are - in my opinion - relevant to reaching a fair

outcome to this complaint, which mostly concern delay and communications. This isn't meant as a discourtesy. It simply reflects the informal nature of our service.

There are points worth noting at the outset. The complaint is brought by Mrs R and on behalf of an estate. An estate is not a natural person and so cannot feel the effects of distress and the personal impacts Mr W has mentioned. This is not to say that Mrs R and Mr W have not been affected by what has happened, and I sympathise with them for the frustration and delays they have endured.

However, an estate can be inconvenienced and Mr W has detailed the delays and inconvenience that have been experienced, and I will consider this to see if Barclays is responsible, and what a fair outcome to the complaint would look like.

The second point is that the complaint is brought about Barclays. Our service does not have a general power to investigate other businesses that are not complained about even though they may be associated with the circumstances of the complaint.

Mr W has helpfully separated the issues complained of as being the delay in the notification and transfer of the APS allowance, and the transfer of Mrs R's ISAs to Barclays. And I will follow his approach where possible.

APS transfers

Banks must follow the APS transfer rules that allow transfer of a deceased spouse's ISA allowance to a new provider before making any contributions, or to another provider after the inheritance ISA is opened but before subscriptions are made. Applicants must follow the standard ISA transfer rules to move existing ISA funds to a different provider. The purpose of the APS application form is to open a new APS ISA, confirm the source of APS allowance and determine the funding amount at the time of account opening.

On 28 October 2024 Mrs R and Mr W opened an ISA at Barclays and then provided six APS forms for the existing ISA providers. Mr W said Barclays head office received confirmation of APS from other providers and told them the funds would be transferred to Mrs R's ISA via their joint account. Mr W said delays then occurred, and he wrote to Barclays several times, sometimes without response.

Mr W said the APS transfer forms clearly requested details about the account the monies should be taken from to pay into the Mrs R's new ISA once the APS allowance had been confirmed. We have seen the form Barclays received from Mrs R on 29 October 2024, which stated to transfer £255,673.17 at account opening.

However, at the time Barclays said Mrs R didn't have any available APS allowance and so the ISA was opened with a nil balance with emails sent to the respective ISA providers to confirm the allowance. Barclays then marked the APS application form as completed.

Barclays said the APS allowance confirmations were received from the respective ISA providers from 18 November 2024 onwards, *'and the customer's actual APS allowance which was available to claim on 21 November 2025 was £245,255.19'*. Based on these confirmations, Barclays sent APS top-up forms to Mrs R to fund the ISA accordingly, with the money not paid until a few weeks later when Barclays received correct confirmation of the amount of the allowance. I think Barclays asking for the details again was reasonable as it couldn't process the funding of the new ISA based on the original instruction.

From the records I can see that Barclays received the last response from the ISA providers on 31 December 2024 from the request Barclays submitted on 29 October 2024. And this

provider stated they would require a signed acceptance letter from the Barclays' branch manager to proceed further. This was not a Barclays' requirement and held up progress. I haven't found a delay on Barclays' part in handling the APS transfer.

ISA transfers

Mrs R wanted to consolidate her seven ISAs into one cash ISA with Barclays so on 5 November 2024 she and Mr W went to Barclays and deposited funds and completed seven ISA forms. Mrs R reflected on the slow progress of this in her letter to Barclays on 28 November 2024 and their meeting with Barclays on 7 January 2025.

Barclays appears to have been awaiting a response to its requests concerning the APS and ISA transfer at this time, although it appears to have received a response from the ISA provider just before this. I think this explains why Barclays' member of staff suggested Mrs R and Mr W chase the ISA provider. I can see that Mrs R and Mr W contacted M the next day and Mr W has described the response later in January 2025 that includes the requirement for their head office approval for the transfer.

Both Barclays and the ISA provider appear to blame the other for lack of response, and I know that Mr W has also complained to M. From its records I think Barclays was the party chasing progress in this instance as I can see it sent three chasers before M's response on 2 January 2025. I think Barclays acted correctly in cancelling the transfer to the ISA as all responses needed to be in by 13 December 2024, and this didn't happen with M.

Mr W said that at a further meeting with Barclays on 18 March they were informed the transfer of Mrs R's ISA had not taken place because Barclays was still awaiting the "signed authority" from another Barclays' department. He said this was despite his informing Barclays on 27 January 2025 that this was required. I asked Barclays about Mr W's letters about the delays on 27 January, and his chasing letter of 25 February 2025 as they do not appear in Barclays' records. Barclays replied that it did not receive either letter from Mr W.

On 18 March 2025 Mr W says they were told for the first time that Mrs R needed to open a new ISA due to the allowed time having passed. I haven't seen any evidence of this and so I asked Barclays and it replied that it couldn't locate any notes or correspondence from its ISA team advising Mrs R to open a new ISA.

Barclays has told us that it has paid backdated interest on the funds invested by Mrs R with N. It said funds received to the ISA on 23 April 2025 and interest of £289.11 has been added for the period 28 November 2024 to 22 April 2025. This appears to be a reasonable response to the delays in transferring funds from N.

Mrs R and Mr W expected the ISA transfers to have been completed in line with Barclays' expectations for the end of October 2024, but the process was not finalised until mid-April 2025. I sympathise greatly with Mrs R and Mr W for the excessive time taken to set up new ISAs for Mrs R and transfer funds. I have seen the letters they wrote, and branch meetings attended, and it is obvious they were greatly inconvenienced.

However, from my consideration of the timeline of events and the communications between the parties, I have not found that Barclays acted in error or caused unwarranted delays to Mrs R or the estate of the late Mr R, outside of what was required to administer Mrs R's requests in dealing with her ISA applications. And so it follows that I cannot uphold this complaint or award compensation for any further losses the estate may have suffered.

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 Mrs R and the estate of Mr R to accept or reject my decision before 5 February 2026.

Andrew Fraser
Ombudsman