

complaint

Mr S complains that Barclays Bank Plc refused access to his bank account while in prison.

background

Mr S was a customer of Barclays. From March 2015 onwards, he made several requests to Barclays. Mr S wanted it to cancel bank cards and issue replacements to him in prison. He asked it to amend his address and also grant a family member access to his account.

Barclays said it couldn't order Mr S a new card because it didn't have a record of his signature on file. It said he should visit a branch with identification to update his signature. Barclays also said it couldn't change Mr S's address because it didn't have a record of his signature on file.

In June 2015 Barclays told Mr S that it couldn't add someone to his account. It said he should arrange the home visit from branch by contacting the number given to set up the third party authority (TPA). It wasn't clear what the home visit would entail and whether the bank proposed to visit Mr S in prison.

In September 2015, Mr S's solicitor D, complained to Barclays. D said the bank was continuing to refuse access to Mr S's account. D gave the bank details of Mr S's prison address. D didn't hear from Barclays so complained to us in November 2015.

Barclays sent a final response in February 2016. It apologised for not cancelling a direct debit in May 2015 as requested. It confirmed it had changed Mr S's address. Barclays explained that Mr S's family member could have access to his account but that they needed to visit a branch with identification. Barclays said it had sent Mr S a new debit card.

Barclays credited Mr S's account with £100 for the time taken to reply to his complaint, £50 for the delay in dealing with his requests and £35 for the direct debit that was taken in early June 2015. Our adjudicator upheld the complaint but considered the bank's offer was fair and reasonable.

Mr S wasn't willing to accept the bank's offer. He said he'd lost money on a property deal because he couldn't access his account. Mr S wanted Barclays to pay over £8,000 for his unreturned deposit and legal fees.

Mr S told our adjudicator that when his relative visited the bank to set up the TPA, Barclays wouldn't agree to set it up. The bank said Mr S needed to enter in to a power of attorney (POA) instead.

Our adjudicator reconsidered her earlier recommendation that the bank's compensation payment of £185 was fair. She thought Barclays should've agreed to set up the TPA. Our adjudicator felt Barclays was making it more difficult than it should be for Mr S to access his accounts. She recommended that Barclays pay an additional £100 compensation.

Our adjudicator didn't recommend that Barclays pay Mr S the money he lost on the property deal. She didn't consider Barclays could've reasonably foreseen the loss. And she took account of the terms of Mr S's account that say Barclays can't be held liable for any consequential loss. And our adjudicator already told Mr S that we don't usually award legal costs as we offer a free service.

Mr S didn't accept this second recommendation. He decided to close his accounts. Barclays says it will do this and send him the balance by cheque.

Mr S has now asked the bank to close his account. Barclays said it would do this and send him the balance by cheque.

my provisional findings

After considering the evidence, I issued a provisional decision to Mr S. I provisionally decided to uphold Mr S's complaint.

access to accounts

- I didn't consider Barclays was helpful when Mr S had difficulties accessing his accounts. I could see why Mr S felt he needed to involve his solicitor as he couldn't find a way forward from prison.
- Although we don't routinely award legal costs, that doesn't mean it's not sometimes appropriate to do so
- I invited Mr S's solicitor to give me a breakdown of the costs Mr S incurred putting his complaint to this service and the bank

refusal to set up the TPA

- I considered Barclays gave Mr S contradictory information about how to set up the TPA. Like our adjudicator, I didn't consider it reasonable to have expected Mr S to set up a POA. Doing so would've cost him money and it was inappropriate.
- As Mr S has now closed his account, I couldn't order Barclays to set up the TPA. But I found it handled the whole matter very poorly.
- I considered £300 – in addition to the £185 Barclays said it had already paid – was reasonable because of the inconvenience caused to Mr S. And because Mr S felt he had to go to the additional effort of banking elsewhere.
- For the avoidance of doubt, this included the bank's offer to pay an additional £100. I understood Barclays had already credited Mr S's account with the £185 previously offered. If it hadn't done this, Barclays should pay this as well.

property deal

I wasn't persuaded Barclays should refund Mr S's lost deposit and associated legal fees. I didn't have evidence to suggest Mr S told the bank he needed to pay the balance by a certain time. So I didn't think Barclays could reasonably have foreseen that Mr S might suffer these sorts of losses. Mr S sent

Mr S didn't think that my provisional award was high enough. He said he'd lost over £8,400 as a result of not going ahead with the property purchase.

Barclays asked how much Mr S's legal fees were before deciding whether to accept or reject my decision.

my findings

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

As neither Mr S nor D has given me details of his legal costs associated with making his complaint to Barclays and this service, it follows I can't include them as part of my award.

I still find it reasonable to require Barclays to pay more compensation than it's so far paid or offered. I consider £300 is fair and reasonable.

I've given careful thought to whether Barclays should cover any of Mr S's losses arising out of the failed property purchase. I'm sorry to disappoint Mr S but I haven't changed my mind. I say this as I don't have any evidence that Mr S or his solicitor explained to Barclays why he needed such urgent access to his account. Mr S did send me copy documents. One of these is a schedule of expense and/or loss incurred. But at the end of this document, it refers to a letter sent in February 2016. The bank didn't receive the schedule until after the property transaction fell through. So I still don't consider Barclays could reasonably have foreseen that Mr S would suffer the losses that he did.

my final decision

My decision is that I uphold this complaint in part. In full and final settlement, I order Barclays Bank Plc to pay Mr S £300 compensation.

I understand Barclays has already credited Mr S's account with the £185 previously offered. If it hasn't done this, Barclays should pay this as well.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 October 2016.

Gemma Bowen
ombudsman