

The complaint

Mr P is unhappy that Bank of Baroda (UK) Limited ("BoB") processed a £1,000 transfer that he didn't request or authorise.

What happened

Mr P wanted to transfer £1,997 from his BoB account. Because BoB's account terms include a single transfer limit of £1,000, Mr P had to complete the transfer in two separate transactions – of £1,000 and £997 respectively. However, Mr P later noticed that three transactions had left his account, with the third, unauthorised transaction being for a further £1,000. This meant that a total of £2,997 had been transferred from his account. Mr P wasn't happy about this, so he raised a complaint.

BoB responded to Mr P and explained that he had instructed all the three transfers that they had processed and so didn't feel that they'd acted unfairly. Mr P wasn't satisfied with BoB's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that BoB had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr P remained dissatisfied, so the matter was escalated 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.

Mr P has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr P for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr P notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr P and BoB. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

The terms of Mr P's BoB account include that there is a single transfer limit of £1,000. This meant that Mr P had to issue two separate instructions to BoB in order to transfer £1,997 from his account as he wanted to. And BoB have been able to demonstrate that they received instructions from Mr P to transfer £997 and £1,000 respectively.

However, BoB have also demonstrated to my satisfaction that Mr P also made a third instruction for a further £1,000. And it seems that Mr P made this third instruction because he didn't receive a confirmation from BoB that his initial £1,000 transfer instruction had been

receiving by them – similar to the confirmation that he had received from BoB regarding the £997 transfer instruction.

As such, I feel it's reasonable to conclude that Mr P made a third instruction to BoB, instructing them to transfer £1,000 for a second time, because he mistakenly believed that his initial £1,000 transfer instruction hadn't been received by them.

I can appreciate why Mr P, having not received a confirmation from BoB, may have believed that his initial £1,000 instruction hadn't been received by them. But notably, while Mr P instructed BoB to process the £997 transfer on the day of the instruction, his initial £1,000 transfer instruction included that the transfer should be processed a few days in the future.

BoB have confirmed that they only send transfer confirmations for same-day instructions – which the £997 instruction was but the initial £1,000 instruction wasn't. This meant Mr P didn't receive a confirmation for the initial £1,000 instruction in the same manner that he had for the £997 instruction.

So, while I can understand why Mr P may have felt his initial £1,000 instruction hadn't been received by BoB, it had, in actual fact, been received by them. This meant that when Mr P 're-entered' his £1,000 transfer instruction to BoB, he was actually providing a new, third instruction to them. This is unfortunate, but I don't feel it's unfair.

Mr P may argue that BoB only issuing a confirmation to one of his initial transfer instructions was confusing. But it isn't for this service to instruct a business such as BoB to change its processes. And I feel it's reasonable to expect that Mr P, having already instructed BoB to transfer £1,000 from his account, would have confirmed whether that initial instruction had or hadn't been received by BoB before making any 'replacement' instruction.

Indeed, BoB have been able to demonstrate that, while Mr P didn't receive a confirmation of the initial £1,000 instruction, he was required to confirm and authorise that initial £1,000 instruction via a one-time passcode that was sent to him to do so. And I feel that the fact that Mr P did authorise the initial £1,000 instruction via a one-time passcode should reasonably have led him to confirm the status of that instruction before issuing the second £1,000 instruction as he did.

All of which means that, while I acknowledge that what's happened here is unfortunate, I don't feel that BoB have acted unfairly or done anything wrong. Indeed, I'm satisfied that, ultimately, BoB have processed the three transfers that Mr P instructed them to make. I realise this won't be the outcome Mr P was wanting, but I trust that he'll understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 October 2023.

Paul Cooper
Ombudsman