

The complaint

Mrs P is unhappy with the service Barclays Bank UK PLC provided after she fell victim to an authorised push payment (APP) scam.

What happened

The details of the complaint are well known to both parties, so I will not repeat them again here. Instead, I will focus on giving the reasons for my 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.

Having done so, I agree with the investigator's findings for broadly the same reasons, and I will explain why. Before I do so, I want to acknowledge that I understand my decision will be disappointing to Mrs P. But based on the evidence I am not persuaded that Barclays ought to refund the disputed transactions.

A bank is required to process payments and withdrawals that a customer authorises it to make which are in line with the terms and conditions of a customer's account. But there are some situations where banks ought to have been aware that something wasn't right about the circumstances surrounding a transaction. So, in some circumstances it's reasonable to expect a bank to double-check payment instructions that ought reasonably to 'trigger' concerns as to whether they are unusual or uncharacteristic for a consumer. However, there is a balance to be struck between identifying payments that could potentially be fraudulent, verses minimising disruption to legitimate transaction requests.

Bearing this in mind, and having considered the circumstances of this case, I'm satisfied it wouldn't be reasonable to expect Barclays' systems to have been triggered by the payment in dispute. I say this because, the amounts in question were for £400 and £800. So, neither amount was remarkably large or significantly uncharacteristic of Mrs P's usual spending. I have also considered the retailer the payments were made to; and there were no suspicious circumstances surrounding this either. Consequently, I don't think Barclays could reasonably have known that these payments were subject of a scam. The payments were not significant enough to have triggered its systems; nor were there sufficient grounds to justify delaying the payments.

That said, I can see that Barclays sent text messages to Mrs P asking her to verify both payments. Barclays' evidence shows that both payments were verified. From Barclays' perspective, in order for the payment to go ahead and be verified by someone who wasn't Mrs P, someone would have had to have been able to access Mrs P's debit card and be able to access (and unlock) her mobile device to authorise the payment. If the payments hadn't been verified, they wouldn't have gone through.

On balance, I am persuaded that Barclays' authentication process provided a proportionate response to this particular payment instruction. As I have explained above, I don't think it

was reasonable to expect Barclays to have taken further precautions with these payments. In other words, the bank checked for authentication and Mrs P did follow Barclays' process and verified the payment. Therefore, Barclays saw no compelling reason to double-check what it knew to be an authorised payment.

I've also borne in mind that if banks such as Barclays were to be expected to intervene with every payment of a similar size to the ones being disputed here, it could risk grinding the banking system to a halt.

Taking everything into consideration, I do not think Barclays could have reasonably been expected to do anything further before these payments were completed.

I am also aware that Mrs P remains unhappy that the temporary funds were removed from her account. And while she did receive a letter explaining that they would be, Mrs P received this sometime after the funds were removed. I appreciate Mrs P remains unhappy with this. But Barclays did in fact send a letter to advise that the funds would be removed. While I do not dispute that Mrs P didn't receive it until the funds had already been removed, I don't think it's reasonable to hold Barclays responsible for the potential failures of the postal service.

Overall, I'm satisfied Barclays acted fairly and reasonably in the circumstances of this complaint – so I won't be asking it to do anything further.

My final decision

For the reasons I have explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 13 September 2023.

Jade Rowe
Ombudsman