

The complaint

Company S complains that Barclays Bank UK PLC (“Barclays”) mishandled the investigation into its fraud claim after a cheque for £2,500 didn’t clear. S is also unhappy that Barclays failed to provide CCTV footage of the person paying the cheque in.

The details of this complaint are well known to both parties, so I won’t repeat everything 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 conclusions reached by the investigator for the following reasons:

- I appreciate S is unhappy because it requested that Barclays provide its CCTV footage of the person depositing the cheque in its branch, which Barclays didn’t respond to until after the footage was no longer available. Barclays told S that it would need to request the CCTV through a subject access request (SAR), which I accept wasn’t helpful, as a SAR would only contain data relating to S, and the CCTV footage would not fall into that category. But given there wouldn’t be any of S’s data on the CCTV footage, Barclays wouldn’t be obliged to disclose the footage in any event, and it has said that it wouldn’t have done so either.
- S submits that Barclays should refund the £2,500 it lost as the bank potentially hindered its chances of apprehending the scammer when it failed to provide the CCTV footage. Barclays would be expected to reasonably co-operate with direct requests made by the authorities if it could assist with an ongoing criminal investigation. But it doesn’t appear that any such direct requests were made by the police in this instance; they were made by S. I appreciate that S was in contact with the police about the bounced cheque. But Barclays wasn’t under any obligation to provide its branch security footage to S, so I don’t think it has acted unreasonably in these circumstances. There is also no way of knowing whether the CCTV footage would’ve even been helpful in assisting S or the authorities with any investigation. As a result, I don’t consider it would be fair and reasonable to ask the bank to reimburse the money S lost on this basis.
- I appreciate that S is also dissatisfied with Barclays’ investigation into its fraud claim. I accept that the bank could have handled things better, i.e. it could’ve explained from the outset that it wouldn’t be providing the CCTV footage. I also acknowledge that it took a while for S to get a response, which Barclays apologised for on 10 October 2022. However, given that the complainant in this case is the company ‘S’ (rather than its director), I cannot make an award for any distress or upset caused to the director personally and would only be able to make an award for any inconvenience caused to S. But while I appreciate Barclays’ handling of the matter would’ve no doubt caused a certain level of inconvenience to the company; I’m not persuaded it was to such an extent that it would warrant an award of compensation in these circumstances.

- I also don't consider that Barclays has done anything wrong in relation to the cheque being paid in. Barclays didn't issue the cheque; it was simply the account from which the bounced check was paid into. I appreciate that S's online banking may have shown that the funds had been received into its account, but it's fairly commonplace for funds to show in an account's statement balance before they've been credited, where it will later appear in the customer's available balance after it has cleared. S says that Barclays shouldn't have accepted a 'fake' cheque from an account that had been closed, but I can't see how it would've reasonably known this before attempting to process the cheque.
- I understand that S has provided the goods to the person who issued the cheque. But as the seller, it would be for S to ensure that the funds had cleared before providing the buyer with the goods. If S had any doubt as to whether the funds had cleared, it could've always contacted Barclays to confirm this before parting with the goods. As such, I don't consider there to be any fair and reasonable basis in which Barclays can be held liable for S's loss in these circumstances.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 18 March 2024.

Jack Ferris
Ombudsman