

The complaint

Mr J is unhappy with the service he's received from Barclays Bank UK Plc (Barclays) in relation to two payments he attempted to make from his current account and a subsequent Subject Access Request (SAR).

What happened

In June 2024 Mr J attempted to make a large payment from his Barclays account. This was flagged for further checks and so he rang Barclays to confirm the transaction was genuine. During his call with Barclays, he attempted to make a further large payment to the same account which was also blocked. Both payments, totalling over £80,000, were authorised during the call following further checks.

During and after this phone call, Mr J became unhappy with a number of aspects of the service he received from Barclays. This included:

- The first agent he spoke to couldn't release both payments and so he had to be transferred to release the second payment. The notes from this first call were not then accessible to the second agent.
- The questions and information he was asked to verify the payments and the time taken. For example, who his mobile phone network provider was. He felt these questions breached his General Data Protection Regulation (GDPR) rights. During the call he was also told he used to have a specific network provider, but this information was inaccurate. Mr J initially felt he was lied to by the agent who told him that they were able to check his provider. But as his complaint progressed, Mr J was then of the view that Barclays was using information from a publicly available third party database as a fraud prevention question which he felt was inappropriate.
- The handling of his SARs, including: Barclays refusal to accept SARs over the phone; missing information; the format certain information was provided in; overall delays. Mr J said he has a disability and required transcripts of the calls in an electronic format for accessibility reasons. He felt Barclays had failed to provide reasonable adjustments in the way it had handled his SAR.

So, Mr J raised complaints. Barclays issued five formal responses to Mr J as the complaint issues arose.

In its first three responses Barclays agreed that Mr J could have been offered better support from staff over the phone to help him raise his SAR even if they couldn't have raised this directly and paid him £50. It didn't uphold his other concerns.

In its subsequent two responses it addressed Mr J's other concerns over the service associated with his SARs. It paid Mr J a further £250 and £100. Some of the key errors it acknowledged were:

- It ought to have considered his accessibility needs and electronically provided transcripts of calls rather than audio recordings when he requested this. It ought not

to have resent him duplicate audio recordings. There was then a further delay in sending these transcripts.

- It ought to have raised further SARs he made sooner and there was a delay in providing legal documentation to him.
- There was a delay in sending him a password to access files it had sent and it did not send him a list of the calls he'd made as requested.

Mr J remained unhappy after the first response from Barclays and brought his complaint to our Service. Our Investigator looked into things. They issued an initial view recommending Barclays upped its initial compensation award and pay an additional £100 for the delay in raising his SAR and the delay in providing him with transcripts of the calls. Barclays accepted this recommendation.

After Barclays issued a further response to Mr J's additional complaints about the SAR, our Investigator issued a further opinion saying that they felt the total compensation offered was fair.

Mr J didn't feel that his complaint had been addressed, that his SAR had been sufficiently responded to or that the compensation was adequate.

So, the complaint was passed to me to decide. After reviewing things, I thought it was likely I'd reach the same outcome as the Investigator but for different reasons, so I issued a provisional decision to ensure both parties had the opportunity to respond before a final decision was made. In brief, I said that Barclays handled the initial calls fairly but that the impact of its errors with the handling of his SAR warranted an additional £100 payment for the distress and inconvenience caused.

Barclays accepted my provisional decision. Mr J had no further information to add but was of the opinion I should comment further on Barclays' decision to ask questions about network providers as part of its security checks. He said this should be a concern to our Service if Barclays is in breach of UK GDPR.

I'm now in a position to issue 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.

I've carefully read all of the correspondence our Service has been sent. That being said, my decision won't address every point or comment raised. I mean no discourtesy by this, it simply reflects the fact our Service is an informal dispute resolution service, set up as a free alternative to the courts. So, in deciding this complaint I've focussed on what I consider to be the heart of the matter, rather than considering every issue in turn. But just because I haven't referenced something, either in the background or my findings, doesn't mean that it hasn't been taken into account.

I note Mr J has made some comments about whether it's appropriate for our Service to look at all of his concerns, and Barclay's compensation offers, under this one complaint. But given the linked nature of these complaints I do think this is appropriate in the circumstances.

I think it would be helpful to clarify that it's not our Service's role to regulate businesses, this would be for the Financial Conduct Authority (FCA). So it's not my role to decide whether

Barclays's policies are appropriate or should be changed. My role is to reach a finding on whether Barclays has treated Mr J fairly or whether it has made any errors. And where there are mistakes, to consider how best to try to put Mr J back into the position he would have been in had errors not occurred.

I'm also aware Mr J was unhappy with the way his complaint was handled, for example that it was registered as a 'concern' rather than a 'complaint' by Barclays in the first instance and that calls weren't listened to prior to the initial response. But the way Barclays has processed and handled this complaint isn't something I can look into. Our Service operates under a set of rules published by the FCA, known as the Dispute Resolution (DISP) rules. Amongst other things, the DISP rules detail the types of activity that our service can consider. And complaint handling doesn't fall within the activities listed within these rules. So, I won't be commenting on this any further.

The initial calls

Having reviewed the evidence, including listening to the calls Mr J made, I don't think Barclays acted unfairly here.

I note Mr J found the questions he was asked intrusive but banks and building societies have an obligation to try and keep their customers' accounts safe and prevent fraudulent transactions. Barclays is obliged to look into any payments that flag as suspicious, as it is under a legal obligation to monitor customer accounts and carry out due diligence checks in order to prevent money laundering and other types of financial crime.

Fraudsters can gain genuine details of individuals and so it's often necessary for businesses to ask multiple questions to verify transactions as genuine and to ensure genuine individuals are protected from scams. I realise these additional security measures can be frustrating when genuine payments are blocked but this doesn't mean the bank has acted unreasonably.

In the first call, I'm satisfied Barclays attempted to explain the reasons why it was asking additional questions which is something I'd expect it to do – this can help customers understand why answers are needed and manage expectations. The call handler also acknowledged Mr J's frustrations and was polite and professional. I think the questions Barclays asked were relevant and proportionate to the checks it was carrying out. I appreciate Mr J was frustrated by the discussions about his network provider because he didn't think Barclays knew this information, but from the evidence I've seen, Barclays did have access to this information. I was pleased to hear Barclays also tried to explain this to Mr J and I'd note he specifically requested that this explanation stop. I am also not persuaded that reliance on information about Mr J's network provider has placed Mr J's data at risk as he's alleged - I say this noting this security question wasn't asked in isolation. I note that during the conversation there was reference to a previous network provider Mr J hadn't used, but this inaccuracy didn't lead to Mr J's payment being blocked, so I don't think this impacted Mr J.

As an additional safeguarding measure, Barclays call handlers aren't allowed to authorise multiple transactions in a call and so Mr J was passed to another colleague to authorise the blocked second payment.

It's clear Mr J was told the second call handler would be able to access the first call handler's notes but they could not. This meant Mr J had to repeat some information that he may not have had to repeat otherwise. I recognise this was frustrating, but I'm not persuaded this had a significant impact on Mr J – I'll explain why.

I don't agree with Mr J that simply because the first transaction had been authorised, that it automatically follows that the second transfer should have been – Barclays has confirmed each transaction is assessed individually and I've seen nothing that persuades me that the earlier notes in relation to the other transaction would have enabled the second call handler to simply authorise the second transaction. And so I think it is more likely than not Mr J would have been asked additional questions regardless. I appreciate the second call handler asked different questions and for additional evidence from Mr J in the form of a welcome email, but this is something they are entitled to do. I wouldn't say this was unreasonable as the staff member has to carry out their own due diligence. I'm aware Mr J felt it was inappropriate for Barclays to ask for a copy of his welcome email for the account he was transferring to as he didn't feel this would show anything, but I don't agree this was an unfair request. I think it was reasonable for Barclays to ask for this evidence to ensure this email looked legitimate.

Overall, I think the impact of the lack of earlier call notes was minimal and so I am not awarding compensation for this. In reaching this conclusion I would also note that the second call handler was polite, professional, tried to explain the reasons why these questions were being asked and acknowledged Mr J's frustrations in the way I'd expect. I appreciate Mr J found the time taken to authorise the two transactions excessive, but overall I am satisfied Barclays handled things fairly. I don't agree that, in these specific circumstances, 45 minutes to verify these two transactions was unreasonable.

Mr J also feels it's inappropriate for Barclays to ask questions about network providers as this information can be gathered using publicly available registers. But as outlined above, it's not my role to regulate Barclays or advise on what fraud prevention measures it ought to put in place. It is also not my role to decide whether there has been a data breach. My role is to decide if Barclays has treated Mr J fairly in all the circumstances. And as I've outlined above, I'm satisfied Barclays asked Mr J multiple questions and reviewed multiple sources of information before authorising his payment, so it wasn't relying solely on this question. And I'm therefore not persuaded that it was unfair for Barclays to ask Mr J about his network provider. Here I'd also note it was genuinely Mr J who was authorising this transaction which means there's been no detriment caused in any event.

The SARs

Mr J has also made a complaint to the Information Commissioner's Office (ICO). I'd like to reiterate that it's not my role to decide whether there has been a data breach here. My role is to consider the specifics of Mr J's complaint and whether I think Barclays has acted fairly in the circumstances.

Mr J has also complained that Barclays has failed to make reasonable adjustments for him. In other words, has failed its duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr J wants a decision that Barclays has breached the Equality Act 2010, then he'd need to go to Court.

Barclays has now acknowledged a series of errors in the way it handled Mr J's SAR requests. But it's clear it didn't recognise all of these errors initially. I can also see that some of the responses it has sent were made following recommendations from the ICO and that further errors were made after Barclays made promises to resolve things. This has prolonged the process for Mr J and has meant he's spent unnecessary additional time and effort trying to access information and chase Barclays. And I recognise that the number of errors here has compounded things. All of this has caused him distress and inconvenience.

Before I consider the impact of these failings on Mr J, it's important to consider the errors Mr J has identified in the handling of the SARs which Barclays has not upheld.

Mr J has requested information on how Barclays accessed information relating to his mobile network and whether it uses a particular third party database. He feels this information ought not to have been excluded from the SAR and notes that he hasn't been given a specific reason, as per the relevant legislation, as to why it was excluded. As outlined previously, it's not my role to determine whether Barclays has complied with legislation. Ultimately, I'm satisfied the information Mr J is seeking relates to Barclays' fraud prevention measures which is commercially sensitive information. So, I am not persuaded it's unreasonable that Barclays hasn't shared this with him. And I can also see it's provided a form of explanation for this omission in its last FRL.

I've then thought carefully about Mr J's suggestion that Barclays has failed to make sufficient adjustments for him. Mr J has chosen not to provide Barclays or our Service with too many details as to the nature of his disability. This is of course his personal information which he has the right to keep private, but it does mean that I have had to assess this complaint based on limited information. And it also means that Barclays has had limited information available to it to help it inform its decisions on how best to support Mr J and tailor its service.

It is worth noting that I am satisfied Barclays has given Mr J opportunities to discuss his disability and any requirements he has on multiple occasions, as I'd expect it to, and Mr J has asked that nothing be noted on his record.

There are three adjustments Mr J requested, on the basis of his disability, that he feels Barclays responded to unfairly:

1. Mr J told Barclays he required information in electronic format not hard copy so he could adjust the size. And originally Barclays told Mr J that regardless of any adjustments he requested, it would only provide the SAR in hard copy format. However, it did then provide his SAR electronically.
2. Mr J said he required a transcript rather than an audio copy of the calls he'd requested. He provided no further explanation as to why this was required. Barclays repeatedly told him that it didn't have transcripts of two particular calls, and it only created these when recommended to do so by the ICO.
3. Mr J said the lengthy passwords he was required to input, in order to access the hard drives he was sent, were problematic for him. Barclays told him these were automatically generated by its system for security purposes and could not be changed. He was also told it was not possible to send the data online, but it is my understanding that Barclays later did precisely this.

I agree with Mr J that Barclays' initial response to his request for electronic copies of his SAR documentation was wholly inappropriate. I don't think it was fair or reasonable for Barclays to tell Mr J it would only provide information in a hard copy format, regardless of the adjustments he said he required. The Barclays representative seems to have suggested that this process could not be changed regardless of a customer's circumstances or needs - which is concerning. Whilst I recognise Mr J didn't give Barclays much information to help it understand this request, it was clearly possible for Barclays to share this information electronically as it later did precisely this. And objectively this doesn't seem to me to be a particularly onerous request. Whilst I was pleased to see Barclays promptly changed its stance here and delivered the information in the way Mr J requested, I can understand why Mr J feels discriminated against, and I don't think Barclays has quite grasped how its initial response to his adjustments request has made Mr J feel.

In relation to Mr J's requests for transcripts instead of audio recordings, I can see that Barclays provided transcripts when these were readily available but there were two particular calls it didn't have transcripts of. Barclays agreed to transcribe these following an ICO recommendation. But Mr J thinks Barclays ought to have made arrangements to have these calls transcribed earlier due to his disability. These transcripts clearly came at additional cost for Barclays and so I need to consider if its initial refusal was fair. The difficulty here is that I am unclear as to why Mr J required transcripts in light of his disability. Mr J has provided no explanation to Barclays, or our Service, and I note Mr J was able to call the business on multiple occasions, so it had no indication he struggled with his hearing or with processing information received verbally. I appreciate there could be a myriad of reasons why Mr J might need this adjustment in light of his disability. So, I make these observations not to cast doubt on Mr J's testimony, but to explain that in the absence of any explanation as to why this was required, it's difficult for me to fairly conclude that Barclays acted unreasonably when it provided the audio of these two calls rather than transcripts.

Lastly, I've considered Mr J's concerns about the password he was given. The hard drive it was providing included personal sensitive data and so I understand that the passwords for accessing this data need to be appropriately lengthy and varied in order to safeguard that data. But my understanding is that Mr J wanted this data to be sent via the online secure portal which he already had a password for and that Barclays later agreed to do this. So it would seem that this more suitable alternative was always an available option for Barclays. Whilst things were eventually resolved, once again I can understand why Mr J feels discriminated against, and I don't think Barclays has quite grasped how its response to his adjustments request has made Mr J feel. I have no doubt it was upsetting and frustrating to once again feel that his needs were not being taken into account.

So overall, I think Barclays gave Mr J the impression at more than one stage in its handling of his SAR that it wasn't willing to consider his individual requirements and I have no doubt this was incredibly frustrating and distressing for him.

I now need to consider what Barclays should do to put things right for Mr J.

In terms of the timescales involved with the SAR, Mr J's initial request was made on 14 July. And he didn't get all of the information he ought to have as part of that SAR, in the format Barclays later promised it would be provided in, until October. So, this is around a two month delay. To date, Barclays has paid Mr J £400 in compensation for its handling errors. I appreciate it's made these payments in stages to address specific issues, but taking into account my role and our remit as an alternative dispute resolution service, I think it's reasonable for me to consider whether this is sufficient compensation overall for the errors identified. And having carefully considered this, I am not persuaded it is. I think that it ought to pay Mr J a further £100. I think £500 total compensation more fairly accounts for the distress and inconvenience caused to Mr J over these three months for all of the reasons I've outlined above.

My final decision

My final decision is that I uphold this complaint. I direct Barclays Bank UK Plc to pay Mr J a further £100, bringing the total compensation for the distress and inconvenience caused to £500.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 24 March 2025.

Jade Cunningham
Ombudsman

