

The complaint

Mr and Mrs F are unhappy that Barclays Bank UK PLC ('Barclays') has failed to provide them each with a signature stamp.

To keep things simpler, I've mostly referred to Mr F in my decision as he has dealt with this complaint.

What happened

Mr F missed out on an investment opportunity when Barclays returned a cheque signed by Mr F after it was unable to verify the signature on the cheque. To help avoid this happening again, Barclays arranged for two branch staff to visit Mr and Mrs F at home to update their signature mandate.

Following the home visit, Mr and Mrs F expected to receive signature stamps, which they could use in future in place of a wet signature when writing cheques. Mr F complained about the delay when they didn't hear anything further about this and no signature stamps arrived.

Barclays said the fresh signatures Mr and Mrs F provided during the home visit were intended to prevent issues with future cheques. It said signature stamps were designed for use by customers in circumstances that Mr F had confirmed didn't apply to Mr and Mrs F. Barclays said signature stamps weren't something it would recommend for Mr and Mrs F when they weren't necessary. Barclays didn't uphold the complaint but invited Mr and Mrs F to get in touch if their circumstances changed so that Barclays could re-assess whether signature stamps might be a suitable option for them.

Unhappy with this response, Mr and Mrs F brought their complaint to us.

Our investigator didn't think Barclays had said or done anything to lead Mr and Mrs F to expect they'd be getting signature stamps. And she didn't feel that she'd seen enough to be able to say that Barclays would likely have recommended signature stamps to Mr and Mrs F in their situation. She was satisfied that Barclays had done all we'd reasonably expect here when it arranged to update Mr and Mrs F's signatures held on record. So our investigator didn't recommend upholding the complaint.

Mr and Mrs F disagreed with the investigator and asked for an ombudsman to look at their complaint again. So, it's been passed to me to decide.

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 carried out an independent review, which includes listening to the call recordings provided. Having done so, I've reached the same conclusion as our investigator. I'll explain my approach and how I've reached my decision.

My findings are made on a balance of probabilities, in other words, what is more likely than not, based on the evidence provided by the parties. This means, to uphold this complaint there would have to be persuasive evidence that made it more likely than not that Barclays had done something wrong or acted unfairly or unreasonably. So that's the focus of my decision.

Mr F said he had a clear recollection of being told during the phone call when the home visit was arranged that his signature would be transferred on to a rubber stamp so that in future he would not need to sign any cheques. Mr F also said that he'd referred to the non-receipt of the signature stamps in numerous communications he'd sent and no-one from Barclays claimed that he'd misunderstood about this.

On balance, I am satisfied that there is insufficient evidence to show that Barclays ever suggested signature stamps to Mr and Mrs F. There's no mention of this in the phone call Mr F has referred to – which I've listened to carefully. I am satisfied that Barclays' call handler, who spent some time on the phone with Mr F over the course of two phone calls and set up the home visit, said only that Mr and Mrs F would be asked to provide an updated signature which would be taken back to the branch and processed to avoid '...any further bother if you issue cheques'.

Barclays has confirmed that during the home visit new sample signatures were provided by Mr and Mrs F for the purpose of updating their signature mandate.

I've seen nothing to suggest that signature stamps were discussed during the home visit – and I think it's unlikely they would've been a subject for discussion. Signing cheques by hand is less risky than having a signature stamp which anyone could potentially use. So I think it's fair and reasonable for Barclays to offer this option only to customers who really need it. As things stand, that wouldn't include Mr and Mrs F as Mr F has confirmed he has no difficulty signing cheques. And I understand he's also able to transfer money using other options and Mr and Mrs F aren't solely reliant on making payments by cheque in any event. So I don't consider that Barclays has unfairly or unreasonably failed to supply Mr F or his wife with signature stamps.

The fact alone that Mr F made frequent reference to waiting for signature stamps to arrive in correspondence to Barclays isn't enough of a reason to change the outcome of this complaint. It seems most likely to me that Mr F mistakenly inferred that signature stamps were an option he could use, even though this wasn't the case. I can't fairly hold Barclays responsible for this error when I haven't been able to identify anything it said or did to cause that misunderstanding.

The problem here arose when Barclays' system flagged a cheque signed by Mr F for further verification and Barclays had concerns about the signature match. I appreciate that Mr F would still like to know more detail about this. But his complaint about what happened has already been decided and closed when he accepted that decision. So I can't comment further on this.

Banks have an obligation to take steps to keep customers' accounts safe and prevent fraudulent transactions. Sometimes this can mean the bank identifies and blocks legitimate payments that a customer wants to make. Understandably, this can cause distress and inconvenience to a customer and it might even mean they lose out financially. But it doesn't necessarily mean the bank has acted incorrectly or unfairly. Checks undertaken as part of Barclays' security process, such as signature verification, are designed in the interests of Barclays' customers to help keep their money safe and prevent fraudulent activity on their accounts.

Checks can be randomly undertaken which could explain why a subsequent cheque signed by Mr F was processed without difficulty, even before his signature was updated on Barclays' records. The way people sign their signatures can change over time. So I think it was sensible for Barclays to suggest obtaining up to date signatures from Mr and Mrs F to enable accurate comparison to be made in case their previous signature mandate no longer reflected how they typically sign cheques now.

After taking into account everything that Mr and Mrs F and Barclays have told me, I haven't seen enough to show that Barclays did anything wrong or that it treated Mr and Mrs F in a way that wasn't fair and reasonable. So I can't uphold this complaint.

I hope that setting things out as I've done helps explain how I've reached my conclusions and even though this isn't the outcome Mr and Mrs F hoped for, they will at least feel that the Financial Ombudsman Service has fully considered the complaint.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 5 December 2024.

Susan Webb
Ombudsman