

The complaint

Mr A's complaint relates to a theft that took place following a large cash withdrawal he made at a branch of Barclays Bank UK Plc. Mr A says that had the bank put in place proper security procedures within and outside its premises, the theft wouldn't have happened. He also says that the bank should have advised him other ways to withdraw the money. By way of resolution, Mr A would like the bank to reimburse his loss.

What happened

The background to the complaint is known to both parties and so I won't repeat it at length here. Briefly:

Mr A banks with Barclays. He went to his branch to make a large cash withdrawal. The staff advised him that they had to order that amount of cash and asked him to return two days later. Mr A went back as advised. He was able to withdraw the sum. But unfortunately, he was robbed of the cash outside the branch when he was getting into his car. The police were called. They investigated the matter, but they weren't able to catch any suspect or retrieve the money.

Mr A complained to the bank that it failed to help him. He said that the bank ought to have warned him of the risks in making such a large cash withdrawal and advised alternative ways of taking the money. He also said that there was someone at the branch acting suspiciously who was more likely involved in the theft, but the bank failed to monitor his movements. He further said that as a vulnerable disabled customer carrying large amount of cash, the bank ought to have offered to escort him out of the bank.

The bank said that it hadn't done anything wrong. It said that alternative options were offered on both the days Mr A visited the branch. However, Mr A advised that he wanted cash as he wished to treat his children. On the day of the withdrawal, the system flagged for further checks, as the large withdrawal was out of character. These checks were done and that included querying Mr A about the reason for withdrawal and suggesting alternative ways. The member of staff also advised Mr A that once the cash was handed over the counter, it would be at his risk, and he acknowledged it. The bank further said that it doesn't have the option of escorting the customers from the branch due to insurance and to ensure the safety of the staff.

One of our investigators reviewed the complaint and concluded that it couldn't be upheld. Mr A did not accept the investigator's opinion.

My Provisional Decision

I issued a Provisional Decision, which forms part of this decision, not upholding the complaint. I said:

"I am very sorry to read about what had happened. It was a callous theft, and it is disheartening that this happened when Mr A withdrew the cash to give it as a gift to his children to celebrate his ongoing recovery from cancer.

I thank Mr A for providing detailed submissions to support his complaint, which I have read and considered in their entirety. However, I trust that he will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in less detail, as a discourtesy. The purpose of my decision is not to address every point raised in detail, but to set out my conclusions and reasons for reaching them. My aim here is to decide whether there was an error or omission on the part of the bank and whether that caused the loss being complained about.

Mr A says that he was not advised or informed about alternative options of transferring the funds online or through a banker's cheque. The bank says that alternative options were explained.

The bank is not able to provide me with definitive evidence other than cashier's testimony that she informed Mr A about other options of withdrawing the money and that she warned him of the risks of carrying a large amount of cash.

There is however some record to show that the bank carried out additional checks and Mr A was asked about the purpose of the withdrawal.

The bank insists that it is its standard process that it would explore other options with customers rather than doing large withdrawals and that was followed here.

I acknowledge that when their customers make large withdrawals which are out of character, the banks tend to question their customers about the withdrawal and explore other ways of making the payment, similar to the bank's stated process. So, I see no reason why the bank wouldn't have followed its process on this occasion. Nevertheless, it is difficult for me to know with certainty what was discussed between the cashier and Mr A on this occasion.

That said, I understand that Mr A has online banking and the Barclays Mobile Banking app. I can also see that he has made some online payments in the past. So, I think that Mr A was aware of other ways of taking the money out such as online transfer, even if not specifically advised by the bank. It seems to me that Mr A wanted to hand over the money to his children directly and so preferred cash withdrawal.

Further, Mr A would have been able to take home the cash as he intended but for the theft. And the theft happened outside the branch, outside of the bank's control.

In relation to this Mr A says that the problem started within the branch premises. He says that the bank failed to monitor the movements of an individual within the branch who, he says, may have been involved in the theft.

The police weren't able to bring charges against anyone, so I don't know for certain whether that individual was involved in the theft. In my view, the fact that someone was sitting for a while at the branch need not automatically prompt the bank to be suspicious about them to monitor their movements. In any case I see from Mr A's submission that a member of the branch staff did ask this individual if he needed help and he said that he was waiting to change some money. I don't think the bank could have done more.

I acknowledge Mr A's point that the bank staff could have offered to accompany him at least up to the door given his disability. However, it is also the case that sometimes

people wouldn't like such an offer. So, unless the customer requested help or the bank had any specific concerns, without the benefit of hindsight, I can't say the bank erred in this regard.

As I said at the outset, Mr A has unfortunately been a victim of a callous act. I am sorry for the loss and the considerable distress this has caused him. I can see why he is unhappy with the bank. However, having considered everything, I don't think that what happened should be attributed to an error or omission on part of the bank. So, I am not able to ask the bank to do anything more. "

Response to Provisional Decision

Mr A did not accept the Provisional Decision. He said, in summary:

- Under The Equality Act 2010, businesses such as Barclays have a duty of care towards disabled customers. Despite Mr A's known vulnerabilities, the bank failed to offer reasonable adjustments, such as conducting the transaction in a more secure area or offering an escort to his vehicle. These adjustments could have prevented the theft.
- Barclays is bound by the Financial Services and Markets Act 2000 (FSMA), which obliges firms to act with due skill, care, and diligence in the interests of their customers. The FCA's Principles for Business further reinforce the requirement to treat customers fairly and to take their best interests into account. While Barclays states that alternative options for withdrawing the money were offered, this was not the case. The bank had an obligation to ensure that Mr A fully understood the risks and alternatives.

Under the FCA's Consumer Duty, Barclays is required to act in the best interests of its customers, particularly vulnerable ones. The bank did not take sufficient steps to protect him or to ensure he fully understood the safer alternatives available. This failure can be seen as a breach of the Consumer Duty.

Additionally, the BS 18477 standard outlines how businesses should respond to vulnerable customers. Barclays should have acted in accordance with this standard, particularly when dealing with a transaction involving such a large sum of money and a vulnerable individual like Mr A. Their failure to provide additional security measures or ensure Mr A's understanding of alternatives shows a lack of adherence to this standard.

- Barclays' duty of care extends beyond the physical walls of the branch to the immediate area surrounding it. This includes ensuring the safety of customers who are leaving the premises with large sums of cash, particularly vulnerable individuals. The bank's failure to take appropriate precautions both inside the branch and in the immediate vicinity directly contributed to the loss.
- Barclays failed to prevent the crime under the Prevention of Crime Act 1953. The bank had an obligation to prevent criminal activity on its premises, which extends to the "curtilage" or immediate surroundings of the branch. The suspicious individual observed within the branch and the subsequent robbery outside clearly indicate a failure to monitor and prevent criminal activity.
- Barclays has not provided a clear explanation regarding its public liability insurance coverage and how it applies to this situation. Given that the incident occurred within the immediate vicinity of the bank and originated inside the premises, it is reasonable to expect that such an incident would fall within the scope of Barclays' public liability coverage. The bank has not given a satisfactory response to Mr A's requests for

clarification on this matter.

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 see no reason to depart from the conclusions I reached in my Provisional Decision.

In response to the Provisional Decision, Mr A has referred to various legislation and standards. He has also referred me to the FCA's Consumer Duty rules but that came into force only from the end of July 2023, which was after the event being complained about here.

I want to assure Mr A that I've taken his concerns seriously, but it's important for me to explain that our service doesn't have the power to make a finding on whether Barclays has breached the legislation, such as the Equality Act. That's something only the Courts can do.

However, we can make a finding on whether he's been treated fairly. To do that, I've taken into consideration relevant regulations, good industry practice, and legislation – including the Equality Act.

In essence Mr A's complaint is that the bank did not advise him of alternative methods of withdrawing the money, and given his vulnerabilities failed to offer reasonable adjustments. In particular, he says that the bank did not conduct the transaction in a more secure area or offered an escort to his vehicle.

As I said in the Provisional Decision it is difficult for me to know what exactly was discussed at the branch. However, I am satisfied that Mr A was aware of alternative methods of withdrawing the money.

As regards carrying out the transaction in a more secure area, the bank says that cash withdrawals have to be processed at the cashier desk. Mr A has also said that traditionally he had been withdrawing cash over the counter only. Nevertheless, even if the cash was handed over elsewhere than over the counter, I am not persuaded that would have prevented the theft, as the culprit would still have observed Mr A carrying the packet.

I acknowledge that the bank staff could have offered to accompany Mr A at least up to the door given his disability. However, it is also the case that sometimes people wouldn't like such an offer. So, unless the customer requested help or the bank had any particular concern about his mobility, without the benefit of hindsight, I can't say the bank made an error here.

What happened to Mr A was horrendous and very disheartening. I am sorry for the loss and the considerable distress this has caused him. I can see why he is unhappy with the bank.

As I said in the Provisional Decision, my aim here is to reach a conclusion as to whether there was an error or omission on the part of the bank and whether that caused the loss being complained about.

I am sorry that this will come as a disappointment to Mr A but having considered everything, I can't fairly attribute Mr A's loss to an error or omission on part of the bank. So, I am not able to ask the bank to do anything more.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 November 2024.

Raj Varadarajan
Ombudsman