

# The complaint

Mr and Mrs C are unhappy with the service from Barclays Bank UK PLC. Mr and Mrs C went with Mr C's brother (as he requires support) to look at a car to potentially buy. The car for sale was 75 miles away. They decided to buy the car and attempted to pay by bank transfer through the Barclays app on Mrs C's mobile phone. The payment was paused, and they were told it would take up to four hours to complete. They stayed with the car for that period only to then find the payment hadn't gone through and they had to return home without it.

# What happened

Mr and Mrs C were helping his brother buy the car. When they agreed to buy it Mrs C went into her Barclays app to transfer the amount to the seller's bank account. As the app said it could take four hours for payment to go through, they waited so they could take the car home with them. As the payment didn't go through, they had to return home without the car. The next day Mrs C spent several hours on telephone calls to Barclays to sort the matter out. Mr C spent hours too and they also spent time on Barclays messenger service. Despite making a complaint the matter wasn't resolved.

Mr C made a further 30 mile round trip to a branch to draw out the money in cash from the account as his brother still needed a car. As Mr C had spent a previous day trying to buy the car another family member travelled the 75 miles again to purchase and return with the car. Mr C said this fiasco had lost them 60 hours and the total distances travelled by the family was in excess of 400 miles trying to get this issue resolved due to Barclays not completing the payment transfer through the app. Mr C said Barclays has their email addresses and mobile numbers but made no attempt to call or email to check if the purchase was genuine during the four hour delay. Mr C said he wants £500 compensation for the distress, inconvenience and financial loss caused due to all the additional arrangements, change of plans, additional travel, and poor service.

Barclays said "our aim is to stop as much fraud as we can, while having as little impact as possible on our customers genuine transactions. To help us do this. our fraud detection software looks for transactions that fit certain criteria that we set and highlights them for further investigation." It said in this case the system had spotted something that could be irregular, as this wasn't a normal transaction for Mrs C, and it was to a new payee.

Barclays said no proactive attempt was made to contact Mr and Mrs C but said the fraud department is open 24/7 and Mrs C could have contacted it directly. When Mrs C reached out to the message service it told her she could contact the fraud department and gave her the telephone number.

Barclays said Mrs C couldn't answer all the questions the fraud department asked. It cancelled the payment, gave a direct line number, and asked her to call back when her husband was present because he had arranged the purchase and would be able to answer the other questions. But unfortunately, when Mr C did call his wife wasn't there, so Barclays couldn't help. All the details were under Mrs C's customer record, and she had made the instruction to pay.

Barclays confirmed it is a signatory to the voluntary Contingent Reimbursement Model Code (CRM Code) of practice. This is to keep customers safe and to take preventative measures. It said this could have been what it calls an Authorised Push Payment (APP) scam, so it was right to be referred internally. Barclays said often vehicles turn out to be non-existent from a private seller and this is a regular scam tactic. It said it didn't know at the time Mr and Mrs C had viewed the car and taken it for a test drive. Barclays only found this out after getting answers to the questions when checking the circumstances.

Barclays apologised but said it was satisfied its fraud detection system had worked as intended. It said it could record details of Mr C's brother against his profile to help with any difficulties he might be facing.

During the messenger service discussions with Mr and Mrs C Barclays offered £25, and later £60, in an attempt to close the complaint. Mr C didn't accept this and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said the evidence showed Barclays had followed the correct procedure, had a duty of care to protect Mr and Mrs C's money, and minimise any risk. Our investigator accepted it can take up to 48 hours for Barclays to contact Mr and Mrs C in such circumstances. And when Mrs C did contact Barclays, our investigator understood why it couldn't release the payment as it couldn't get the answers it needed, the same when Mr C called Barclays without Mrs C. He accepted this would have been difficult for Mr and Mrs C as there was no scam, and because they then made a further trip to withdraw cash. But he didn't think Barclays had acted unfairly or unreasonably.

In my recent provisional decision, I said:

"I can understand the frustration Mr and Mrs C felt throughout this situation.

It's clear from the telephone calls that they were understandably getting exasperated as it would have felt to them as if Barclays was just being difficult. Mr M was clear that it was their money, and they are entitled to spend it as they see fit. I don't think anybody would disagree with the point he was making.

Mr and Mrs C said during the four hour delay Barclays had ample time to contact them but didn't. They said as it was a transaction between two high street banks Barclays could check the validity of the bank account and could have recovered the money as it was a transaction with another UK high street bank.

Mr and Mrs C reiterated that they had spent a considerable amount of time and money trying to make the car purchase.

I accept Barclays point that this wouldn't be considered a "normal" transaction from Mr and Mrs C's account. And that it was being made to a payee that hadn't been paid from their accounts previously. This is why the payment was initially flagged and why it was subsequently stopped.

I think Barclays point about this looking potentially like an APP type scam and its responsibility to protect customers and their money is reasonable. I do accept Barclays needed to follow its procedure to make certain the money wasn't being sent to a scam. And to be sure it carried out its duty of care procedures to Mr and Mrs C.

But I don't accept Barclays point about having 48 hours to contact customers in these instances. From the terms and conditions, I've seen these state Barclays will contact a

customer "as soon as possible." I don't think 48 hours is as soon as possible. I think it would be fair and reasonable to expect Barclays to react more quickly than that.

Barclays stated Mr and Mrs C could have called in once they were aware of the four hour delay and the fraud line is open 24/7. And Mr and Mrs C did call Barclays the next day after returning home without the car. This was before Barclays had attempted any contact with Mr and Mrs C.

I also think Barclays point about the details of the transaction being under "Mrs C's customer record" doesn't feel fair or reasonable either. As Mr C pointed out during the call, this is a joint account. I understand that as far as Barclays was concerned this was a problem but from Mr and Mrs C's perspective, I agree with them. This is a joint account and Mr and Mrs C were both party to the attempt to purchase the car.

Barclays did apologise for the issues caused and I noted on its messenger service it offered firstly £25 and then raised this to £60 for any issues caused and problems with the service provided. As Mr and Mrs C didn't accept this, I don't think Barclays paid them the £60. But in these circumstances, I don't think that's enough anyway. I accept Mr and Mrs C found the whole process very frustrating, time consuming, and they felt they were left by Barclays to sort this out for themselves. Which they did. So, on top of the £60 Barclays offered I think it should add a further £90 to make a total payment for the distress and inconvenience caused of £150. This is in relation to Mr and Mrs C - this complaint is about their account and their situation only."

### Responses to my provisional decision

Mr and Mrs C didn't respond.

Barclays responded to say it accepted 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.

As Barclays has accepted my decision and Mr and Mrs C haven't responded further, I see no reason to change my provisional decision. My provisional decision becomes my final decision.

# **Putting things right**

 Pay Mr and Mrs C a total of £150 compensation for the distress and inconvenience caused.

## My final decision

I uphold this complaint.

I require Barclays Bank UK PLC to:

• Pay Mr and Mrs C a total of £150 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 14 May 2025.

John Quinlan Ombudsman