

## **The complaint**

Mr F complains about the way Barclays Bank UK PLC handled two claims about transactions he says he didn't authorise.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr F contacted Barclays on 7 December 2024 regarding two sets of disputed transactions which were raised as two disputes, one for £148.97 and the other £161.65. Barclays sent out two disclaimer forms but Mr F didn't return them and so the claims were closed.

On 2 March 2025, Mr F complained to Barclays because it hadn't provided a 'pre-credit', which he felt breached the terms and conditions of his account, and the payment service regulations 2017. He also said he wasn't required to return a disclaimer form to progress his claim and that his testimony on the phone should have sufficed. In addition, he said Barclays didn't take his mental health circumstances into account and that it didn't respond quickly enough when he complained.

But Barclays didn't uphold the complaint. It said Mr F was sent disclaimer forms under cover of a letter stating, "the completed documents must be received by us within the next 10 working days. If you do not return the completed forms within this time, we will assume that you take full responsibility for the disputed transaction(s)."

It explained that it didn't receive the completed forms, so the disputes were resolved. It further explained that Mr F was given the option to relog both disputes, but he declined. It said the fraud disputes were handled in accordance with its process, and no errors were found.

Mr F wasn't satisfied and so he complained to this service. Barclays explained that claims are reviewed on a case-by-case basis and Mr F was declined pre-credit as his account was less than 90 days old.

It further explained that the fraud disclaimer forms include a declaration that it requires customers to sign, and as Mr F didn't return the forms, the case was closed. It said now that Mr F's accounts had been closed, it could raise a manual fraud case for the transactions, but it would still need the disclaimer forms to be signed and returned.

It further explained that there were no notes on Mr F's account in relation to his agoraphobia, and during the two calls that took place on 7 December 2024, he was

told he'd receive a disclaimer form that he would need to sign. It said Mr F didn't mention during the calls that he wouldn't be able to do this due to health issues.

Our investigator didn't think the complaint should be upheld. He satisfied it was reasonable that Barclays system has rejected the request for pre-credit. And he accepted the requirement for the disclaimer forms was a risk control which couldn't be circumvented and which was influenced by how long Mr F's account had been open.

He further explained that Barclays had shown that it had recorded Mr F's health issues, but it wasn't aware of the specific instance of agoraphobia. And Mr F didn't refer to reasons that he wouldn't be able to return the form in either of the calls on 7 December 2024. So, he didn't think this was something Barclays had failed to consider.

Regarding the time it had taken Barclays to respond to the complaint, our investigator stated that our rules state that complaints of this nature should receive a final response by the end of 15 business days, but in exceptional circumstances, if the final response letter cannot be given due to reasons beyond the control of the respondent, this will extend to 35 business days. And he was satisfied that Barclays had responded within that period.

Finally, he explained that he didn't think Mr F was entitled to any compensation because Barclays had acknowledged Mr F's vulnerabilities and he felt Mr F was responsible for the delays because he could have contacted Barclays to discuss the requirement for the disclaimer form.

Mr F has asked for his complaint to be reviewed by an Ombudsman.

### **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've reached the same conclusion as our investigator. And for largely the same reasons. I know he feels strongly about this complaint, and this will come as a disappointment to him, so I'll explain why.

Barclays has explained that its system rejected Mr F's request for a refund pending the outcome of the two disputes because the account had been open for less than 90 days. I'm satisfied that was reasonable.

It has also explained that its claims process requires the completion of a fraud disclaimer. Again, I'm satisfied this requirement is reasonable, and I don't think the fact it closed the claims because Mr F refused to return the disclaimer is unfair.

Mr F feels that Barclays failed to take account of the reasons he was unable to return the disclaimer forms, but there's no evidence it had been notified that Mr F suffered from Agoraphobia, and he didn't mention it on 7 December 2025, so I'm satisfied he was treated fairly.

I'm also satisfied that Barclays did update its system and offer support for mental health issues in its final response letter. It also responded to Mr F's complaint within 35 business days. So, he isn't entitled to any compensation.

Finally, our investigator has explained that if Mr F wishes to pursue the fraud claims, our service can't interfere with Barclay's internal processes, and so he should consider signing the disclaimer form to progress the matters.

### **My final decision**

For the reasons I've outlined above, 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 16 January 2026.

Carolyn Bonnell  
**Ombudsman**