

The complaint

Mr M complains that Barclays Bank UK PLC (“Barclays”) has caused him loss due to its acts and omissions in respect of his Barclays account.

The background to this complaint is well known to both parties, so I won’t repeat everything here.

I sent Mr M and Barclays my provisional decision earlier this month explaining why I wasn’t intending to uphold this complaint. Now that both parties have had fair opportunity to respond, I’ve reviewed everything again, and I’m now ready to explain my 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.

Having done so, I’ve reached the same conclusions as in my provisional decision for the same reasons. In his response to my provisional decision Mr M essentially repeated previous points he made, and these haven’t changed my mind. So I’m not upholding this complaint. I’ve explained my reasons again below.

I’ve focused on what I think is the heart of the matter. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This reflects the informal nature of our service as a free alternative to the courts.

Mr M has made several allegations against Barclays. I’m satisfied he’s had sufficient time and opportunity to fully explain and substantiate them. We’ve also requested and received information from Barclays. And I’m not persuaded from the evidence and arguments by what Mr M has said. I say this because:

- Mr M received a credit of £8,000 into his Barclays account on 16 January 2019 from someone I’ll call X who Mr M says is a fraudster. Mr M has said Barclays failed to ‘vet’ this credit properly; and it didn’t then support him when X subsequently claimed in court that this £8,000 credit from X was a loan (repayable by Mr M to X). But I’ve seen nothing to suggest Barclays did anything wrong in respect of this £8,000 which credited Mr M’s account, or that its acts or omissions were responsible for the £8,000 being subsequently deemed by a court as repayable by Mr M to X, if indeed that happened.
- Mr M has provided a copy of a court judgment dated May 2022 from which it appears that X may have subsequently succeeded in court against Mr M as the defendant, such that the £8,000 was deemed as repayable by Mr M to X. But Barclays’ records of its contact with Mr M dating back to 2018 don’t show any reference to Mr M having reported this matter to Barclays until August 2022, when Barclays noted it didn’t appear to have been previously told about it. I appreciate Mr M appears to be

adamant Barclays inappropriately failed to do things such as provide basic bank statements, assist him in court, or follow things up with Action Fraud or the police after he raised the fraud (which he says he did in 2019). But Mr M hasn't provided us with any evidence substantiating the fraud or that he raised the matter with Barclays before August 2022, or that Barclays' acts or omissions would have made a difference.

- I can see that in its final response letter dated 29 September 2022, Barclays told Mr M that the only transaction between him and X on his Barclays account was a £48 credit into Mr M's account on 15 November 2021. It seems this may have been due to Mr M seemingly, beforehand, referring to a £8,000 loan. But Barclays then realised the confusion, and wrote to Mr M on 1 December 2022 clarifying Mr M had received an £8,000 credit from X on 16 January 2019. But I can't see this would have helped or changed Mr M's position in court. The correct information merely showed Mr M had received a £8,000 credit from X on 16 January 2019. Mr M has provided no explanation of why he wouldn't already have been aware of this back in 2019 or obtained or retained the relevant bank statements from Barclays already. And Barclays offered Mr M £200 as a gesture of goodwill to compensate him for any distress and inconvenience caused and I don't think this was unreasonable.
- Mr M has also said Barclays allowed his bank account and personal data to be compromised by sending this to his home address and by disclosing this to X over the phone and by email, which enabled X to fraudulently take out credit, purchase a house, and launder money. But again, I can't see that Mr M has provided evidence to substantiate this, and I've seen no records from Barclays that support this either. Barclays' records show no indication of any lending products with Barclays in Mr M's name, nor has Mr M provided any evidence to support his allegation that X took out credit in his name with Barclays or another lender.
- I understand from information provided by Barclays that Mr M's account was closed on 17 August 2022, one day after a new account in Mr M's name was opened on 16 August 2022. Barclays' records don't suggest Mr M previously complained to Barclays about this, although I can see he mentioned the account closure in his email to Barclays dated 3 January 2023 which was copied to us at the time. There is very limited information on Barclays' records about this. But reading between the lines, it seems most likely to me that Mr M's account was closed on 17 August 2022 because Mr M had by then reported fraud on his account, such that his account was closed one day after a new one was opened. I've seen nothing that persuades me this was inappropriate.

So, whilst I've considered everything Mr M has said, and not just the points I've addressed above, I've not seen anything that persuades me Barclays' acts or omissions were the cause of the loss Mr M has complained about in this case. This means that I'm not upholding this complaint.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 April 2024.

Neil Bridge
Ombudsman

