

## **The complaint**

Mr and Mrs S complain that Barclays Bank UK PLC made an international transfer in Euros instead of British Pounds Sterling (GBP) which resulted in a lower amount being sent.

## **What happened**

Mr S says that he attempted to make a transfer of £40,000 to an overseas account, however, Barclays branch staff were having IT issues. He says it took no less than five attempts involving more than one branch staff and more than one computer over a 45 minute period for the transfer to be processed.

Mr S says he instructed the teller to process the transfer in GBP at a £25 fee as opposed to a transfer in Euros, which he estimated it would cost him approximately £1,000 based on the exchange rate quoted to him. He says the first teller attempted three times to process the instruction in Euros despite his instructions and when the transfer was unsuccessful, a colleague of hers processed the transfer on his laptop. He says the first teller agreed to waive the fee for the transfer, which is evidence the transfer was intended to be made in GBP and not Euros as the Euro transfer would not attract a fee.

Mr S says he signed a document which showed £40,000 was leaving his account and he assumed the rest of the information was correct, but he later found out the transfer was made in Euros. Mr S made a complaint to Barclays.

Barclays did not uphold Mr S's complaint. They said they agreed there were issues with the system when the payment was being processed. However, all attempts to make the payment were in Euros. They said he was provided with the Payment Instruction document prior to the payment being completed and he signed each field, agreeing with the details of the instruction. They said Mr S had no history of making international transfers in GBP. They said the cashier said she would waive the fee for the Euro payment as she thought there would be a charge for this, not realising the Euro payments were fee free. Barclays said their system defaults to sending a Euro payment as this is the most used currency.

Mr S brought his complaint to our service. He said he had previously made a transfer online through Barclays which was accidentally sent in Euros, also due to Barclays pre-population of their system. He said if Barclays were insistent that their offer was to waive Euro transfer charges, the only possible way to interpret that, given that there are no fixed charges, is that they were offering to waive their 2.5% exchange rate margin charge on the transaction, which Mr S would be happy with that.

Our investigator partially upheld his complaint. He said he would uphold the complaint on the customer service aspect, but not the actual payment. He agreed there was confusion around the payment and Mr S was given incorrect information about the fee, however, the payment slip was signed by him, which clearly confirmed the payment was being sent in Euros, so he believed Mr S should've been aware of the currency the payment was being sent in. He recommended Barclays pay Mr S £50 compensation.

Mr and Mrs S asked for an Ombudsman to review the complaint. Mr S made a number of points. In summary, he said there was a lot of chaos and haste in the bank at that time, their sign-off document, as presented without review or discussion, which was in conflict with his clear and undisputed instructions, says that the amount to be sent was £40,000 Pound Sterling and to him that was abundantly clear, sending implies that is what leaves the bank. He said if they were sending an amount in Euros, presumably that line would have showed the amount being sent in Euros. He said technically the bank did not send £40,000 Pounds Sterling as their form clearly declared that they would, and as in his haste read that they would.

### **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.

Mr S has made a number of points to this service and Barclays and I've considered and read everything he's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of his complaint in deciding what's fair and reasonable here.

I'd like to emphasise that this service is not the regulator. Nor do we act as the enforcer for the regulator. The regulator is the Financial Conduct Authority. Our service acts as an informal dispute resolution service for complaints about financial businesses. So I must be clear to Mr S from the outset that I'm unable to instruct Barclays to change their systems or processes regarding international transfers and specifically what their default currency sending option is, as these are commercial decisions for Barclays to make.

I've considered what Mr S has said about clearly giving the initial staff member instructions to send the funds in GBP. But both parties don't agree with this. The original staff member attempted the transfer three times in Euros. The staff member who did send the payment has told Barclays complaint handler that *"I will have confirmed how he wanted to send the funds."* The branch staff said they thought there was a fee for the Euro transfer and that is why they told him they would waive this.

When it comes to complaints where it's one word against another (such as what was said in a branch where there would be no record of this), I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

So I've had a look at the customer confirmation of the transfer. The evidence shows that Mr S initialled the section where it says amount to be sent *"40,000.00 Pound Sterling"*. But directly underneath this, it says *"Currency To Be Sent in: Euro"*. So although Mr S says that in the haste of what had happened in the branch up to that point he just saw the £40,000 to be sent and he assumed the rest of the information was correct, he did initial this section for the payment to be sent in Euros.

Mr S has also signed the *"Your Authorisation"* section of the form. This section states *"I/we have checked the payment details and confirm that they are correct and understand that failure to provide the correct details could cause the payment to be delayed, cancelled and/or incur additional costs. Please debit my/our account with the above payment amount together with any charges due."* So the evidence would suggest that Mr S did agree for the payment to be sent in Euros as he signed the document confirming the funds to be sent in Euros.

I've considered what Mr S has said about if Barclays were sending an amount in Euros, presumably that line would have showed the amount being sent in Euros and the Barclays

technically didn't send £40,000 Pounds Sterling as their form clearly declares that they would. But I'm not persuaded by this. I say this because the form clearly declared that the currency to be sent is Euros and not Pound Sterling. As I've previously mentioned, it is not within my remit to tell a business how they should display their information here. But I'm satisfied that the form is clear that the funds would be sent in Euros.

I've considered what Mr S has said about the chaos of the branch and the failure of the IT systems prior to the transfer being processed. And I'll move onto the customer service aspect shortly, however, I'm persuaded that if Mr S genuinely wanted the payment to be made in GBP, based on the first three attempts being made in Euros, this would give him even more reason to scrutinise the agreement of what he was signing to ensure that the payment was made in GBP if that's what he wanted. Mr S has also told us about a previous occasion where he made a transfer online which was accidentally sent in Euros also due to Barclays pre-population of the system, so again, based on his experiences with the first teller and his previous experience of Barclays international transfers, this would give him more reason to ensure the details were correct, instead of him assuming the details would be correct based on one line of the two page document he signed.

I've then considered the customer aspect of what happened in the branch that day. As I've previously mentioned, Barclays staff maintain the instruction given by Mr S was for the funds to be transferred in Euros and not GBP. But what is not in dispute is the IT issues that Barclays had on the day, which resulted in several attempts to process the transaction and other staff becoming involved to process this. It will have inconvenienced Mr S to have to wait for 45 minutes for this to be processed and system issues would be outside of his control.

In addition, Mr S was told that they would waive their fee for transferring the funds due to these issues. But the staff did not realise there was no fee for transferring the funds in Euros. So in effect, the staff set an expectation for Mr S that he was receiving something to compensate him for his inconvenience, but this actually had no value.

So I'm satisfied that Barclays should recognise the impact this would have on Mr S and to pay him compensation for his inconvenience for him not being able to complete his transfer in a timely manner and for them giving him incorrect information about the fee. I'm persuaded that £50 would be proportionate for what happened here. While Mr S has commented that the fee for the international transfer is around 2.5% and this should be refunded, this is not a fee as such as it is a margin applied to foreign exchange transfers, which forms part of the terms and conditions and it is not considered a fee. So it would not be proportionate for me to ask Barclays for me to remove this, especially as he initialled for the payment to be made in Euros and signed the declaration to confirm the details were correct. But it follows that Barclays should put things right for Mr and Mrs S for the customer service aspect of the complaint.

### **Putting things right**

Our investigator has suggested that Barclays pay Mr and Mrs S £50 which I think is fair in the circumstances. I'm persuaded this reflects the impact on them for Barclays giving them incorrect information about the fee involved and for the IT issues which meant the transfer was not completed initially.

### **My final decision**

I uphold this complaint in part. Barclays Bank UK PLC should pay Mr and Mrs S £50 compensation for inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 31 January 2023.

Gregory Sloanes  
**Ombudsman**