

The complaint

Mr B has complained that Barclays Bank UK PLC (“Barclays”) failed to act on his instructions to transfer money from his Barclays account to his overseas account, since April 2022.

Mr B says he contacted Barclays numerous times, via phone, email, and registered letters, but nothing happened, and he was ignored. Mr B says that he is retired, and he lives off the money that he transfers out of his Barclays account.

Mr B’s relative visited a branch on his behalf but was told Mr B would need to visit in person. Mr B lives overseas and says he was forced to visit the UK to rectify the issue. Mr B says he is in poor health and incurred many costs to do this.

As a resolution, Mr B would like Barclays to reimburse all costs, provide an apology and compensate him for his distress and inconvenience caused.

What happened

Barclays issued its final response letter on 11 May 2023 and said that it wasn’t able to determine any bank error. It explained that it had sent Mr B a notice to close in November 2022, which explained that limitations to the banking services offered would be imposed on customers with an overseas address.

One of our investigators assessed the complaint and they concluded that Barclays had likely lost the payment instructions Mr B says he’d sent. The Investigator didn’t think it was unreasonable that Barclays required Mr B to attend branch to resolve matters, and the information provided suggested that Mr B visited the UK because of other matters as well and not just to resolve the issue he was experiencing with his Barclays account. The investigator also concluded that the likely reasons why Mr B was unable to get a replacement debit card was either because he was registered as living abroad or possibly due to infrequent usage of the debit card this stopped it from being automatically replaced.

The investigator acknowledged that Barclays likely failed to action Mr B’s payment instructions, and this led to Mr B having to call Barclays, which led to him being on the phone for long periods of time. And so they recommended that Barclays pay Mr B £150 as compensation for this.

Mr B disagreed with the investigator’s assessment, so the matter was referred for an ombudsman’s decision.

I issued a provisional decision on 31 October 2023 and explained why I was minded to uphold the complaint. I have included an extract of my provisional decision below, and this forms a part of this decision.

“What I’ve provisionally 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 reviewed everything, I'm currently minded to uphold this complaint and think that Barclays should pay more compensation to Mr B than what was proposed by the investigator. I will explain why.

Mr B has explained that he lives overseas and makes occasional large transfers from his Barclays account in the UK to an account he holds with his local bank. Looking through Mr B's statements, I can see that there are indeed occasional one-off large transfers leaving the account each year.

I understand that the usual method that Mr B uses to instruct Barclays to make these transfers is by sending a letter to Barclays in the UK – including the amount he wants to transfer, his Barclays account details, the account details of the account he wants the money transferred to and copies of two forms of ID within the letter. However, it seems that in 2022 Mr B sent a letter to Barclays to request a transfer from his UK account to his local account, but it was not acted upon.

Mr B has provided evidence that indicates he sent a number of letters to Barclays to carry out the transaction throughout the rest of 2022. As the transfer was still not carried out, Mr B flew back to the UK in early 2023 so that he could attend branch. I understand the transfer was eventually made, although I understand that the payment was initially blocked by Barclays' fraud detection system.

Barclays says that it had been unable to find any evidence of contact from Mr B and so didn't uphold the complaint. However, this contradicts the evidence that Barclays had provided.

Barclays provided copies of two letters it'd sent to Mr B's overseas address, dated 16 May 2022 and 19 August 2022. These letters acknowledge receiving transfer instructions from Mr B, but explain that Mr B needs to get in contact as Barclays needs further information before it is able to allow the transfers to be made. Mr B says he never received these letters.

Overall, I agree with the investigator in that the evidence does suggest that Mr B had written to Barclays and provided instructions to transfer money to his overseas account, and Barclays had received these letters. From the information that Barclays provided, it seems that the transfer instructions were not initially acted upon because it needed more information from Mr B. Unfortunately, Barclays has been unable to locate what information was needed to allow the transfers to go through.

In the circumstances, even though this was clearly frustrating for Mr B, I'm unable to say that Barclays was being unfair or unreasonable in wanting to verify information with Mr B before it executed the transfer. After all, Barclays is obliged to ensure that instructions are legitimate and that requests to transfer money are not involved in fraud, scams or money laundering. So it is not unusual, especially when large amounts are being transferred to an overseas account, that a bank may want to obtain further information from the account holder first, before it executes a transfer request.

Mr B says that he didn't receive the two letters that were sent to him. However, the letters look to have been correctly addressed and I think it's likely that they were sent to him. So I can't reasonably hold Barclays responsible if the letters got lost in the post. As such, I don't think Barclays can reasonably be held responsible for the transfer instructions not being actioned up until August 2022.

But that being said, Mr B has provided evidence that indicates he sent the payment instructions to Barclays after the August 2022 letter. For example, there is evidence that Mr B wrote to Barclays in September and October 2022. The letter sent in October looks to have been correctly addressed (to Barclays' Leicester address), and so I think Barclays likely received the letters. After all, it had evidently received the earlier letters, including ones received in May and August 2022. Barclays has said that it has no record of receiving these – but I think it's more likely than not that it did, given Mr B's history of posting these and them being received. I think it's likely that Barclays simply didn't act on them, or that they may have been lost in its systems.

I note that Mr B also wrote to Barclays in November 2022. However, as he didn't include any information in the letter to identify himself, nor did he identify which account he was writing about, Barclays can't reasonably have been expected to have responded to this letter. But I think it could have responded to the letters in a quicker and more proportionate way before this.

From what I have seen, it seems that Barclays didn't react to the further letters that Mr B sent until December 2022. From the evidence I have been provided with, it seems that by this stage Mr B had raised a complaint with Barclays about his transfer instructions not being actioned. It seems that Barclays emailed Mr B to say that it'd tried calling him but was unable to reach him and asked that he calls back, and provided a telephone number for him to call. Therefore, it seems that from December 2022 Barclays did try and reach out to Mr B to assist him in making the transfer. I can see that Mr B emailed back saying he tried to call but was unable to speak to anyone.

In the circumstances, I think that Barclays should've done more to assist Mr B before December 2022. I say this particularly given that Barclays had requested Mr B to get in contact about the transfer, and it didn't then react to Mr B's later letters repeating the transfer request. In such circumstances, I think that Barclays should've taken steps to contact Mr B again to obtain the necessary information so that the transfer could be executed. But other than sending Mr B a letter in November 2022 saying that it would close his account (as his address was based overseas), I can't see that it did anything more regarding the transfer requests until December 2022.

Had Barclays responded to Mr B's letters sent in September and October 2022, and asked Mr B for the information it needed, I think that the payment could've been processed a number of months before it eventually was. And based on what Mr B has told us, the delay in making the payment had a significant impact on him.

Mr B says that he was relying on accessing the money for his day-to-day living expenses and also having to pay for medical bills. In the circumstances, I think that Barclays' failure to act on the instructions partly contributed to Mr B's distress and inconvenience. And given that he lived overseas; didn't have access to online banking; didn't have an active debit card; and he was not able to attend branch, would've been very frustrating for him.

However, I'm not persuaded that it'd be fair to hold Barclays liable for the costs of his flights to and from the UK. Mr B says he had to make these to resolve this issue with Barclays. But it does appear to be an issue that could potentially have been resolved in a different way – such as using the phone.

Mr B says he tried this - but although Mr B says he called Barclays many times, based on the telephone number that he provided in his itemised phone bill, he was in

fact calling the wrong number. It seems that Mr B had been calling Barclays' international bank – which although it shares its name with Barclays, is in fact a separate business that is based outside of the UK. And so when Mr B called the international bank it would not have been able to assist Mr B, as he was not a customer of that bank. Nor would it have been able to assist him in making the transfer. Therefore, it seems that an element of the difficulties Mr B faced was because he was calling the wrong number.

I note that Mr B chose to fly to the UK to try and resolve matters. I recognise that he would've incurred a considerable expense in buying long haul flights for him and his wife. However, looking at the Visa letter that Mr B has provided, it appears that they flew to the UK to resolve his issue with Barclays, but also to deal with matters about his pension and about insurance. So in the circumstances, I can't reasonably say that Barclays should pay Mr B for his costs to fly back to the UK.

Finally, I note that when Mr B went to make a transfer in branch, the transfer got blocked by Barclays' fraud detection system. And Mr B had to spend a fair amount of time in getting the transfer unblocked. I recognise that this would've been frustrating for Mr B, especially given the difficulties he'd faced until then in making a transfer. But Barclays' fraud detection system is there to protect its customers from fraudulent activity, so I can't reasonably criticise Barclays for wanting to verify the transfer first (as it had attempted to do so in May and August 2022) before executing the transfer. But that being said, I understand that Barclays did then set Mr B up for online banking. I think this is a positive step as it should give him much better access to his Barclays account from overseas, rather than him having to send letters through the international postal system.

Putting matters right

When deciding on how much compensation should be paid to Mr B, I have taken into account various factors.

For example, Mr B sent the transfer instruction (for what appears to have been either the third or fourth time) in September 2022. But Barclays didn't take any action to contact Mr B to ensure his instructions could be carried out until December 2022. And it seems it only did this as Mr B had raised a complaint with Barclays by that stage.

By this point, I recognise Mr B had not had access to his money for some time and it sounds like he was getting into a desperate situation, whereby he says he was having to sell items off to make ends meet as his funds were running low. It also seems that Mr B was in a precarious financial situation as he was having to pay for medication, yet at that point in time he didn't know how much longer he'd have to wait until he could transfer the money from his Barclays account to his local account.

I think taking three months to contact Mr B is unreasonable and this delay clearly added to the distress that Mr B was already experiencing, particularly as he was suffering from poor health at the time. I acknowledge that Mr B would've felt helpless, given that the transfers were not being executed and Barclays were not responding to his requests, all of which was not helped by the fact that he couldn't attend branch, didn't have access to online banking, and he didn't have a working debit card either.

When deciding what a fair amount is here, I think there are also mitigating factors that apply. For example, Barclays did write to Mr B in May 2022 and August 2022 to ask for more information so that it could execute the transfer. Mr B says he didn't

receive these letters, but they look to have been correctly addressed. So I don't think it's reasonable to hold Barclays responsible for any distress and inconvenience Mr B experienced between April and August 2022 i.e. because he didn't receive Barclays' responses to his transfer requests.

I'm also mindful that Mr B was at times, calling the wrong number – which is something I can't reasonably hold Barclays responsible for. I say this especially as Barclays included the correct telephone numbers in its letters (for example, in its account closure letter sent in November 2022). And it seems that Barclays, on occasion, did try and contact Mr B to discuss this matter. Again, I can't reasonably blame Barclays if Mr B didn't pick up (or if the call didn't connect).

I'm also mindful that, it seems Mr B flew to the UK for other matters (he and his wife mention his pension and insurance, as well as his bank account). Because of this, I can't rule out the possibility that he would still have incurred the inconvenience and cost of flying back to the UK, even if his transfer had been successfully made in 2022.

Finally, I should add that I can only award compensation to eligible complainants. I can see that Mr B's representative had a bit of back and forth visiting Barclays branches in February and March 2023 and was on the phone for a fair amount of time to try and resolve matters on behalf of Mr B. But it is the case I can't award any compensation for that.

Given all of the above, when weighing up what I think is fair and reasonable, I currently think that Barclays should pay Mr B £500 for the distress and inconvenience he experienced."

After I issued my provisional decision, Barclays responded and accepted my provisional decision. Mr B's representative also responded. In summary he said:

- How could Barclays expect Mr B to attend branch given that he lives so far away from the UK?
- Should it be a problem getting a debit card?
- Why were the transfer requests blocked?
- There seemed to be contradictions as to whether Barclays received the letters.
- Mr B had to come to the UK to deal solely with his Barclays account.
- Mr B had given verbal and written authorisation for the representative to deal with matters on his behalf.
- Mr B had to return to branch and was humiliated for fraudulent banking.
- Barclays gave no support to Mr B who is seriously ill.
- The representative has been awarded more compensation in county court when pursuing matters against banks.

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 reconsidered everything, including Mr B's representative response, I still think that the outcome I reached in my provisional decision is fair and reasonable in the circumstances.

Firstly, I note that the representative says it is unreasonable that Mr B was expected to attend branch. And in the circumstances, I can see why he would say that. But as outlined in my provisional decision, I think that Mr B could've resolved matters over the phone, so as to avoid attending branch. But it seems that Mr B wasn't able to do this because he was calling the wrong number, which I can't reasonably hold Barclays responsible for.

In terms of Mr B not having a debit card, it seems that Mr B was operating his account without one for a number of years without it being an issue. So, if it was the case he wanted or needed one, then this is something he would've needed to discuss with Barclays – especially as it seems that him living abroad affected his ability to have one, or at least affected the auto renewal process once his existing debit card had expired. I understand he has since been issued with one now that the account is registered at a UK address.

The representative has asked why the transfer requests were blocked. Unfortunately, I don't have the details for that. But given the very high levels of fraud at present and the increased regulations placed on banks to protect their customers from fraud, blocking such transactions is now unfortunately not particularly unusual - especially if the amounts being transferred are large or are being sent abroad, as is the case here. Although in most cases, such a block can be removed fairly quickly once the bank has had a chance to discuss the transaction with the account holder first. It is the case that, unfortunately, Barclays never got round to doing this, until that is, Mr B visited the branch. It also seems that Barclays didn't process Mr B's request for the representative to have authority to act on his behalf. So, in the circumstances, I do think Barclays should've done more to ensure Mr B's instructions were carried out. And this is why I think an increased amount of compensation (compared to what was first proposed) is warranted in this case.

In terms of the letters Barclays sent, the representative says that they could have been falsified after the event. However, that allegation could equally be made about the copies of the letters that Mr B provided our service with (although, to be clear, I don't think that is the case here). Overall, I'm satisfied that Barclays did receive Mr B's letters requesting the transfers and I'm satisfied that Barclays did write to Mr B in May 2022 and August 2022 to request more information from Mr B, before it could execute the transfer.

The representative says that Mr B did only come to the UK to deal with the issue he was experiencing with Barclays. However, I have to take into account all of the evidence that is provided by all parties. And the letters that Mr B has provided indicate that he came to the UK for reasons other than just to resolve the issue he had with Barclays. For example, in one of the letters, it mentions Mr B needing to visit the UK with his wife to sort out matters relating to insurance, as well as banking and pension matters. And as mentioned above, I still think that Mr B would've been able to resolve matters without needing to visit the UK, had he called the correct numbers for Barclays.

When Mr B did make a transfer during his branch visit, I understand it got blocked (again) and he spent some time on the phone to Barclays' fraud department, before the transfer was allowed to proceed. Although Mr B may've felt humiliated by this, as Barclays was only acting in the interests of protecting Mr B and his money from fraud, I can't say that Barclays acted unfairly or unreasonably because of this. I should also add that, from what I understand, the branch staff would not have been able to avoid or cancel the block that was applied - this could only be done by the fraud department. So, I can't say that the staff in branch were being unfair or unreasonable towards Mr B when the transfer was blocked, even if he'd already explained to them the difficulties he'd experienced up to that point in making the transfers.

Finally, I note that the representative says he has received more compensation in the past when taking banks to the small claims court. I would like to explain that The Financial

Ombudsman Service is an alternative to going to court and is designed to resolve complaints fairly and informally. Mr B is free to not accept my decision and take the matter to court, if he so wishes. I can't provide any advice or guidance on whether he should do so. I can only suggest he seek independent legal advice if this is a course of action he is considering taking.

Putting things right

So, weighing everything up, I still think that Barclays should pay Mr B £500 for the distress and inconvenience that he experienced because of this matter.

Overall, I think this amount fairly reflects the impact this matter has had on Mr B – for the aspects of the complaint that I think Barclays can reasonably be held responsible for.

My final decision

Because of the reasons given above and in my provisional decision, I uphold this complaint and require Barclays Bank PLC to do what I have outlined above, to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 December 2023.

Thomas White
Ombudsman