

The complaint

Mr L complains Barclays Bank UK PLC provided him with the incorrect IBAN (international Bank Account Number) for a transfer, causing a transfer to go to the wrong account and for him to miss out on buying a car he had travelled to Europe to purchase.

What happened

I sent the parties a provisional decision in March 2024, in which I set out the following background information to the complaint and my provisional findings, as follows:

The circumstances that led to this complaint are well known by both parties and are mostly not in dispute, so I won't repeat them in detail, but in summary:

Mr L went into a branch of Barclays and asked for his IBAN. The adviser he spoke with provided him with an IBAN.

Mr L explained he then travelled to Europe to potentially purchase a car. He required a business associate to transfer \pounds 6,500 to his account whilst he was in Europe if he decided to buy the car.

Mr L said after viewing the car, he provided his bank details, including the IBAN, to his associate, who banked in another European country, to make the transfer to him so he could purchase the car.

The funds did not arrive, leaving him unable to buy the car. Mr L explained he stayed in Europe for ten days waiting for the funds to arrive, explaining he called Barclays regularly about the missing funds.

Mr L travelled back to the UK from Europe having failed to purchase the car and visited his local branch. Barclays explained it had provided him with the wrong IBAN number. Barclays said the adviser Mr L had spoken to in branch before he left for Europe, thought all IBAN numbers were the same so had provided their one. This led to the funds going to the Barclays' employee's account instead.

The funds were eventually tracked and placed in his account the day after he returned to the UK.

Barclays apologised for its mistake and offered \pounds 1,000 compensation to Mr L for the inconvenience caused. Mr L said he thought \pounds 10,000 was a reasonable amount of compensation for the inconvenience and embarrassment caused. He therefore rejected Barclays' offer and complained to our service.

Our investigator completed their investigation and thought Barclays had not acted fairly. They recommended Barclays pay a total of £2,000 compensation, explaining Mr L was out of pocket for the expense of travelling to Europe including flights and extended accommodation whilst he waited for the money to arrive in his bank account. Our investigator also recognised the lack of support and poor treatment of Mr L by Barclays during this period of time and included this in their recommendation.

Mr L rejected our investigator's view, explaining he maintained compensation should be much more than Barclays had offered. He reiterated he had spent £1,200, on travel and accommodation alone without even considering compensation for the inconvenience, so was still left significantly out of pocket by this offer.

Barclays also rejected our investigator's recommendation, explaining it thought its offer of \pounds 1,000 was fair and reasonable, and asked for the complaint to be passed to an Ombudsman.

Therefore, this case has been passed to me to make a final decision.

My provisional findings

Having considered the correspondence from Barclays, I am satisfied this was a mistake by Barclays' employee and I have considered the implications for Mr L and the appropriate compensation.

I can see this must have been a very frustrating and difficult situation for Mr L. I believe the period of time we are considering here is between 25 April and 5 May. I consider the 25 April is the earliest date Mr L could have made the purchase and returned home, this is when the funds should have reached his account, and 5 May was when he was eventually paid the \pounds 6,500, having returned to the UK the day before.

Mr L has explained his trip to Europe was solely for the purpose of purchasing the car, however, as explained above, we can only consider losses from when Barclays' mistake became apparent, which would have been between 25 April to 5 May. This is a total of ten days, nine of which were spent in Europe waiting for the funds.

In response to our investigator's recommendation, Mr L said his losses were approximately \pounds 1,200 in total.

I do not consider a figure of \pounds 1,000 unreasonable for accommodation for these nine days. I appreciate Mr L has not been able to show the sums involved, explaining he paid cash for the accommodation, but this amount equates to just over \pounds 100 per night, which would seem an entirely reasonable and fair sum in the circumstances.

Mr L states the further £200 was for air travel, again from the evidence *Mr* L has provided this service, this seems reasonable and fair.

I am also provisionally persuaded Mr L could have returned earlier and mitigated these losses had Barclays completed the transfer as it should have. In other words, he would not have had to stay in Europe and pay this money if Barclays had not made the mistake it had.

Mr L appears to have booked his return ticket for 4 May on 28 April, three days after the payment should have arrived. *Mr* L has explained trying to chase this payment during this period of time. It would seem reasonable to decide to stay in Europe for a few more days to try and resolve the issues and purchase the car. I therefore find this entire period of accommodation should be refunded by Barclays and uphold this part of his complaint.

I have also carefully considered the losses and distress and inconvenience Barclays' error caused Mr L.

I appreciate the circumstances Mr L describes as requiring a decision upon viewing the vehicle and getting a transfer after this, as he was purchasing the vehicle with the help of a third party.

This would seem a reasonable and sensible course of action which Mr L could not have mitigated against by, for example, ensuring the funds were available before travel.

I can see Mr L had to contact his associate to chase the payment from the sender's bank, and it took several telephone calls to Barclays from Europe to establish what had happened. This would have undoubtedly caused Mr L distress.

Finally, he missed out on the purchase of the vehicle, which he has described as embarrassing, and he clearly suffered a significant inconvenience.

Barclays has already offered £1,000 for the 'inconvenience caused'. I have considered this amount carefully against our guidelines and against similar cases. As I have explained above, I can see the inconvenience and distress would have been significant. Mr L travelled to Europe, for the express reason of purchasing a car, which he was unable to do due to Barclays error. I also have considered the embarrassment he has described and the loss of opportunity as Mr L was unable to purchase the car he intended to. Having done so I think this sum is a fair and reasonable offer so far as it goes.

However, I do not think Barclays has recognised the financial loss its error caused Mr L and have only referenced the inconvenience in its response. I have carefully considered this loss, and for the reasons above, provisionally think Barclays should pay the full amount claimed.

My current thinking is Mr L has reasonably demonstrated at least £1,200 worth of loss in terms of Airbnb costs and travel costs. I therefore provisionally think Barclays should pay Mr L a total of £2,200.

I appreciate Mr L may not be satisfied with this award. Our service has set guidelines as to the compensation and losses we can award in all circumstances. Our service seeks to resolve complaints, as an alternative dispute resolution service.

If Mr L does not wish to accept my provisional decision, all options remain open to him including legal action.

My provisional decision and the parties' responses

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I provisionally decided to uphold this complaint and thought NS&I should pay Mr L a total of £2,200 compensation.

In response to the provisional decision, Barclays agreed with my award. Mr L did not respond.

Having reconsidered the issues in this complaint, I remain of the view that my provisional decision was the fair and reasonable response to what happened to Mr L.

My final decision

For the reasons I have given it is my final decision that this complaint is upheld. I require Barclays Bank UK PLC to pay Mr L £2,200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 24 May 2024.

Gareth Jones **Ombudsman**