

## **The complaint**

F, a company, complains that Barclays Bank UK PLC didn't successfully recall a payment that F had made in error resulting in a loss.

## **What happened**

F explains that it had 'old' and 'new' account details for an individual it wanted to pay for services. And that in error it sent £500 to the old account details on 19 September 2023. It sent the payment again to the new account details the next day. F says that it contacted Barclays and is unhappy at the service it received, and that the money wasn't refunded.

Barclays said in a final response letter dated 14 March 2024 that the first payment was confirmed as being to an account in the correct name. And the second payment was also to an account in the correct name. Both accounts it said were business accounts and both payments were accepted. A recall request was first made on 21 September 2023, and it tried to clarify the details with F on 22 and 25 September 2023 but didn't get a response. The recall request was started again on 28 November 2023 and on 26 February 2024 it said it confirmed that the recall request hadn't been accepted. And it says that in a further communication of 4 March 2024 this was confirmed, and that F would need to pursue this with the beneficiary. Barclays accepted that as F had raised a dissatisfaction with the process on 25 January 2024 a complaint should have been opened then. It offered £50 for the poor service and inconvenience.

Our investigator recommended that Barclays pay £25 more and so a total of £75. He said that F had been told in a call of 22 January 2024 that the payment had gone to an account in a different name to that of the intended beneficiary which caused confusion and inconvenience. But that as the payment did in fact go to the named recipient then it couldn't be recalled.

Barclays said it didn't accept further compensation was appropriate and wanted an ombudsman's review. It said that it could have dealt with things better on the phone but that the mistake with the payment was made by F. Barclays said that its original offer was reasonable.

F said that it wanted the payment refunded and couldn't afford to bear this loss.

## **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.

I've listened to the call recordings that have been made available. F first reported the payment error on 21 September 2023 and was given a reference number. F said it had spoken to the intended beneficiary and been told that the Barclays account receiving the incorrect payment was no longer hers and that she hadn't operated it for two years. F was

told that the outcome of the recall would be made known within twenty working days. Barclays says it tried to contact F to clarify things and in a later call of 16 January 2024 F says it did get an email on 22 September 2023 about this.

F called on 27 November 2023 and received a call from Barclays on 28 November 2023. F was told that the recall would now be sent through, and I've seen a communication dated 30 November 2023 confirming this.

F called again on 16 January 2024 to say it hadn't had a response. The person she spoke to said an email had been sent on 5 December 2023 and would be sent again. F has provided two similar communications later received about this. It seems that the person she spoke to was reading from one which stated that "*funds credits open and active account in the name of the intended beneficiary*" as a reason for the recall not being successful. This was undated and at odds with F's understanding from the intended beneficiary.

F called on 22 January 2024 having been asked to call back. It doesn't seem that the member of staff at Barclays dealt with the call in a confidential or clear way especially given the background noise. F was given the impression that the account the money had gone to wasn't in the correct name. And the staff member told F that as a result a fresh recall request would be made and noted how long things had gone on and said F would get a letter in the post. Barclays says that the outcome was sent on 26 February 2024 but that doesn't appear as a dated document in the business file and seems to be the same document as that referred to in the call above. For reasons which aren't clear F also has had another similar email communication but with a very different reason for the recall not being successful. This is again undated. On 4 March 2024 F told Barclays it hadn't had a promised letter in the post and that it wanted this service to deal with the complaint.

### *My assessment*

It isn't in dispute here that F sent the first payment in error. And I note that in a call of 22 January 2024 stated that this was the second time that this had happened involving the same person and same amount in 2023.

A recall of a payment made in this way isn't guaranteed but under industry guidance Barclays is expected to make reasonable efforts to do so. And here the beneficiary account was held at Barclays. In these circumstances it would also need to take particular care not to breach confidentiality of that account holder. But it has been able now to say that the account was in the correct name and the payment was accepted. And that it hadn't been possible to recall it. I don't have a basis to find that this was unreasonable given all the information provided.

That left it as a matter for F to pursue repayment with the beneficiary - the details of whom F clearly knows. It has reported to Barclays what that beneficiary has said. And I'd expect Barclays to give a consistent and clear explanation of the position about the recall within the constraints identified above. Instead having it seems reviewed the recall itself it has given the impression that this could be considered again on the same facts with a different outcome. I can't account for why F says it hasn't received all of the communications from Barclays. But it seems that by 5 December 2023 Barclays had reviewed things. As I set out it hasn't given a consistent explanation. In my view this has led to F calling on a number of occasions. F also has had two similar undated communications with different explanations of the reason why the recall wasn't successful.

I take into account that this started from F's error, and it would always need to take steps to address this. But I find that F has been caused further inconvenience by Barclays and received inconsistent explanations and poor service. I don't think that this is reflected in the

offer made having taken into account our published guidance. As this specific issue is narrow here I consider I can fairly award the amount of compensation I think reasonable of £125 in total here without the need for further comment. I appreciate that for F this doesn't cover the loss of £500 and which I'm afraid for the reasons I set out above isn't something I have a basis to award.

### **My final decision**

My decision is that I uphold this complaint and I require Barclays Bank UK PLC to pay F a total of £125.

Under the rules of the Financial Ombudsman Service, I'm required to ask F to accept or reject my decision before 12 July 2024.

Michael Crewe  
**Ombudsman**