

The complaint

Mr D complains that Barclays Bank UK PLC won't refund direct debit payments he says were taken in error.

What happened

Mr D explains that when he switched his account he noticed that a monthly direct debit for an insurance policy hadn't been cancelled as he'd asked. He says that he cancelled with the insurance company in 2021 after he made an unsuccessful claim. But that since then payments of over £1,500 had been taken in error. He made a claim to Barclays under the direct debit indemnity scheme.

Barclays said that it wouldn't be refunding this money. It explained that it can need information to support an indemnity claim and to show that an error had been made. Barclays said it had asked Mr D for supporting information but that he wasn't able to provide this.

Our investigator didn't recommend that the complaint be upheld. He said that the guarantee of the direct debit scheme stated that:

"If an error is made in the payment of your Direct Debit by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society..."

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation."

Our investigator said that there was no information that Mr D had contacted Barclays about this until he had asked that the direct debit be cancelled in March 2024. Barclays had asked Mr D for more information. And without this he didn't think that it needed to do anything more.

Mr D didn't agree and wanted his complaint to be reviewed by an ombudsman. He said he had responded to Barclays' request for information. But that he wasn't able to supply a recording of a phone call he had with the insurance company in 2021 when he requested that the policy be cancelled. He said that his policy which related to his previous profession was no longer applicable to him. He didn't have any further evidence.

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 note here Mr D's own testimony and also the time over which these direct debit payments have been taken and the total amount involved. I don't think in the circumstances that it was unreasonable for Barclays to ask Mr D for supporting information to show that an error had

been made. I've seen an email he received from the insurance company in 2021 acknowledging a claim. But he's not provided anything to support that the company made an error by not then cancelling the policy. The complaint notes provided by Barclays indicate that he'd not had any recent response in 2024 from the insurance company. And I understand Mr D's point that if the insurance company had now acknowledged an error he'd have been refunded by it anyway.

I've balanced all this information in reaching my assessment. I don't have sufficient to find here that Barclays ought fairly to have made a refund based on the information provided. And so, I know that given the amount at stake I'm going to disappoint Mr D when I say that I won't be asking Barclays to do anything further.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 6 January 2025.

Michael Crewe
Ombudsman