

## **The complaint**

Mr K complains Barclays Bank UK PLC (Barclays) failed to carry out his instructions to transfer funds to his bank account in the USA.

## **What happened**

Mr K says he wrote to Barclays in mid-May 2024 requesting a transfer from his account to his bank account in the USA where he has lived for many years. Mr K says this transfer request wasn't acted upon although he has made similar transfers this way over the years. Mr K says he followed up this request and made lengthy phone calls but was cut off, so the transfer wasn't completed.

Mr K says Barclays claim it never received his written instructions, but he has evidence that it was sent. Mr K wants the transfer completed and for Barclays to accept his written instructions.

Barclays says Mr K never informed them of his change of address and this has been an ongoing issue for some time, and it is unable to accept his written instructions to transfer funds unless he provides certified identification which hasn't been received. Barclays says it placed a "gone away" marker on his records given Mr K didn't provide the identification it required to change his address details, so it was unable to correspond with him.

Barclays initially says it hadn't received the letter from Mr K but subsequently accepted it probably was sent having been provided with a copy, but in any event the signature on that letter differs to what it held on file so it wouldn't have been accepted.

Barclays says it has paid Mr K £50 for the fact his telephone conversation was cut off when he called, even though there was no evidence to suggest that was its fault.

Mr K wasn't happy with Barclays' response and referred the matter to this service.

The investigator looked at all the available information but didn't uphold the complaint.

The investigator felt while it was likely Mr K did send the letter to transfer the funds to his bank account in the USA, the signature didn't match that held on Barclays records, so it wouldn't have been able to action the request.

The investigator says it was clear that Barclays had written to Mr K over the years advising how he could update his address but there was no evidence to show this had been done and Barclays have a duty to safeguard its customers' accounts.

The investigator felt Barclays' offer of compensation to cover call costs and inconvenience was fair.

Mr K didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for a final decision.

## **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 done so, I won't be upholding this complaint and I will explain how I have come to my decision.

I can understand it would have been frustrating for Mr K to make several attempts to arrange for a transfer from his Barclays bank account to his account in the USA, only for these not to have been actioned. When looking at this complaint I will consider if Barclays were at fault for not making the transfer to Mr K's bank account in the USA.

Mr K's complaint centres around the fact despite him providing written instructions to transfer funds from his bank account with Barclays, as he had done before, and spending hours on the phone trying to arrange this, the transfer still hasn't been made.

The first thing to say here is from the information I have seen, the issue regarding Mr K needing to provide certified identification given his change of residency, has been going on for some years, and this still hasn't been completed to Barclays requirements.

As a result, Barclays placed a "gone away" marker on his records. It's worth pointing out this would have been done to protect Mr K's bank account and is part of the reason why Mr K has faced the problems he has here.

It's worth noting that Barclays have a responsibility under the Know Your Customer (KYC) rules that its customer records are up to date and verified as such, from time to time.

Here while Mr K provided a copy of a letter he sent to Barclays dated mid May 2024, even if this had been received by them, Barclays says it wasn't signed in accordance with its signature mandate, so it's reasonable to say it wouldn't have been able to act upon it.

I understand Mr K also says he was on the phone for an unreasonable length of time and was cut off, but Barclays have agreed to cover the cost of the calls and inconvenience caused and have paid him £50 for that, even though there's no evidence to suggest it was Barclays who ended the call - on balance I am satisfied that is fair here.

For the reasons I have already explained, I am satisfied Barclays haven't acted unfairly here and aren't responsible for why the transfer never took place.

Barclays in its final response letter to Mr k have explained what actions he now needs to take to facilitate the closure of his bank account and transfer the funds to his bank in the USA, and I will leave it with him to arrange that.

While Mr K will be disappointed with my decision, I won't be asking any more of Barclays here.

## **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 15 January 2025.

Barry White  
**Ombudsman**