

The complaint

Mr C is unhappy with the service he's received from Barclays surrounding a request to recover money that he mistakenly sent to an incorrect account.

What happened

Mr C contacted Barclays and asked for information on how he could make a lump sum payment towards his mortgage. Barclays gave Mr C the sort code and account number to enable him to make the payment, but unfortunately Mr C mistakenly sent the payment to a different sort code and account number.

Mr C asked Barclays to recover his money for him, and Barclays incorrectly told him that the payment would be applied to his mortgage in the next few days. However, Barclays later explained to Mr C that this wasn't the case but that they had reached out to the unintended recipient of the money on Mr C's behalf on a best endeavors basis. Mr C wasn't happy with the service he was receiving from Barclays, so he raised a complaint.

Barclays responded to Mr C and confirmed they had provided the correct account details to Mr C to make the payment and that it had been Mr C who had made the mistake of sending the money to an incorrect account. Barclays also confirmed that they had reached out to the unintended recipient of the money for Mr C, and they apologised and paid £200 compensation to Mr C for indicating that the payment would be applied to his mortgage when that wasn't the case. Mr C wasn't satisfied with Barclays response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Barclays had acted unfairly towards Mr C, including that Barclays had recently told Mr C that he would need to ask his bank from which he had sent the money to try to recover it for him. Mr C didn't agree with our investigator and raised several further points of complaint. So, the matter was escalated 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.

In his ongoing correspondence with this service, Mr C has raised several further points of complaint, beyond this which he initially raised with Barclays and which Barclays considered and addressed in their response to Mr C's complaint.

I can appreciate that Mr C would like this service to consider his further points of complaint as a part of this review. However, I'm unable to do that here. This is because this service can only consider points of complaint that have previously been raised with a business directly and which that business has had the opportunity to consider and respond to.

As such, I've forwarded Mr C's further points of complaint to Barclays, who have confirmed that they have set up a new complaint for Mr C regarding these further points of complaint. I

therefore encourage Mr C to contact Barclays directly with regard this new complaint, and I confirm that once Barclays have had the opportunity to consider and respond to that new complaint that Mr C may have the right to refer those further points of complaint to this service at that time, should he wish to do so.

What I can consider here are the points of complaint that Mr C initially referred to Barclays. These include that Barclays provided Mr C with incorrect account details to which to make a lump sum payment. However, having listened to a recording of the phone call between Mr C and Barclays, I'm satisfied that this wasn't the case and that Barclays did give the correct account information to Mr C. And I'm also satisfied that the reason that Mr C sent the lump sum payment to a wrong account was because Mr C made the mistake of using incorrect account details.

Where a payment has been mistakenly sent to a wrong account by an account holder, and where this is through no fault of the bank – as is the case here – then there is no requirement for the bank to credit or reimburse the missing money to the customer. However, it would generally be expected that the bank would reach out to the unintended recipient and ask for the return of the money on a best endeavours basis. That is, with no admission of liability by the bank (because the mistake that led to the money being incorrectly transferred wasn't made by them) and with the bank bearing no responsibility or accountability if the incorrectly transferred money can't be recovered.

Barclays did that here, but they couldn't recover Mr C's money for him. Because of this, they referred Mr C to the bank from where he sent the money, who Barclays felt might be better placed to be able to request the return of the money from the unintended recipient on a best endeavours basis. All of this seems fair and reasonable to me, and I can only reiterate that it was through no fault of Barclays that Mr C mistakenly sent the money to an incorrect account.

Where it's accepted that Barclays did make a mistake is that one of their staff incorrectly indicated to Mr C that his money would be recovered and applied to his mortgage account within a few days of their speaking. This was incorrect, and Barclays have apologised for this and have paid £200 compensation to Mr C for any trouble or upset the provision of this misinformation may have caused.

Matters of compensation can be subjective. But given that the £200 that Barclays have paid to Mr C is for the incorrect information that was given to Mr C only, this amount feels fair to me. This is in consideration of the impact of the misinformation on Mr C, which didn't impact Barclays attempts to recover Mr C's money on a best endeavours basis, and in consideration of the general framework this service uses when assessing compensation amounts, details of which are on this service's website.

All of which means that I won't be upholding this complaint or instructing Barclays to take any further action. This is because I don't feel that Barclays acted unfairly in how they've administered Mr C's account and because I feel that the apology and payment of £200 they've issued to Mr C already fairly resolves the misinformation aspect of his complaint.

Finally, I note that Mr C would like this service to keep his complaint against Barclays open until his money is recovered. But it isn't the role of this service to help Mr C recover his money. Rather, this service is an informal, impartial dispute resolution service. And so, while I hope that Mr C can recover the money, potentially with the help of his sending bank, having reached my decision here regarding Mr C's dispute with Barclays, as I've explained it above, the role of this service regarding this specific dispute has now concluded.

I realise this might not be the outcome Mr C was wanting, but I hope that he'll understand,

given what I've explained, why I've made the final decision that I have.

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 C to accept or reject my decision before 13 February 2025.

Paul Cooper
Ombudsman