

The complaint

Mrs T complains that Barclays Bank UK PLC, trading as Barclaycard, isn't assisting her in recovering a balance transfer that was credited to the wrong account. Mrs T's husband is helping her with her complaint.

What happened

Mrs T intended to make a balance transfer of £5,500 from her account with another credit card company to her credit card account with Barclaycard but the balance transfer was credited to the account of an unintended recipient. She complained to the sending credit card company and to Barclaycard. The sending credit company didn't uphold Mrs T's complaint about the balance transfer but it did agree that it had provided her with some incorrect information, so it paid her £30 and refunded the balance transfer fee as a gesture of goodwill.

Barclaycard said that it was unable to uphold Mrs T's complaint as it had applied the funds to the card number provided. It also said that the balance transfer was deposited into a third party's account and was transferred by them out of the account, it had requested that the funds be returned but it was unable to remove the funds from the unintended recipient's account. It also said that it would strongly suggest speaking with the police, as they are the only people who could investigate the issue in the way that Mrs T would like.

Mrs T wasn't satisfied with the responses to her complaints so she made complaints to this service about the sending credit card company and about Barclaycard. Mrs T's complaint about the sending credit card company has been dealt with separately. Her complaint about Barclaycard was considered by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that Barclaycard had acted reasonably in line with what he'd expect a business to do in this situation.

Mrs T's husband, on behalf of Mrs T has asked for this complaint to be considered by an ombudsman. He says that it seems that Barclaycard is being more helpful towards the unintended recipient than to Mrs T who, due to human error, is now financially crippled and severely struggling in life. He asks that Barclaycard make further requests to recover the funds as he says that it's the only one with the contact details to do that and which he says is what it would do if a customer owed it money. He says that he and Mrs T have engaged with the police who will need copies of all letters that Barclaycard has issued to try to reclaim the funds. He also says that it looks as though the unintended recipient's account was in deficit by about £1,631 and that Barclaycard has looked after itself and benefited from the balance transfer.

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.

Barclaycard was the credit card company that received the instruction about the balance transfer from the sending credit card company that Mrs T had instructed to make the

payment. The ombudsman who issued a decision on Mrs T's complaint about the sending credit card company didn't uphold Mrs T's complaint and said that she was satisfied that it had been able to demonstrate that it processed the balance transfer to the card details provided by Mrs T. I've seen no evidence to show that Barclaycard acted incorrectly in connection with the balance transfer to the unintended recipient's account or that it didn't act in accordance with the instruction that it received.

Barclaycard received the balance transfer in February 2024 and it was credited to an account in accordance with the instruction that it received which put that account into credit and the unintended recipient moved the credit balance to an account with another financial organisation in March 2024. Barclaycard was then contacted by the sending credit card company from which the balance transfer had been received more than three weeks later. It wrote to the unintended recipient to inform them that the payment had been made to their account in error and that it would return the money by a specified date, but when it tried to do so, the money had already been moved to the unintended recipient's account with another financial organisation and Barclaycard says that it was then unable to transfer the funds from the unintended recipient's account without their permission.

I can see that the unintended recipient moved the money to an account with another financial organisation before Barclaycard was contacted about any issues with the balance transfer. I can also see that the balance of the unintended recipient's account with Barclaycard was £1.59 after the money had been moved and I don't consider that Barclaycard has benefited in any way from these transfers.

I'm not persuaded that there's enough evidence to show that Barclaycard has acted incorrectly in these circumstances or that it was required to do more than it has done to try to recover the amount of the balance transfer from the unintended recipient's account and return it to Mrs T. I can appreciate the significance of these events for Mrs T and her husband and the frustration that they clearly feel that Barclaycard hasn't done more to assist them, but I'm not persuaded that it would be fair or reasonable in these circumstances for me to require Barclaycard to take any further action in response to Mrs T's complaint.

Barclaycard strongly suggested to Mrs T that she should speak with the police as they are the only people who could investigate the issue in the way that she'd like and her husband says that they've engaged with the police who will need copies of all letters that Barclaycard has issued to try to reclaim the funds. It would be for the police to contact Barclaycard for evidence in connection with any investigation that it was conducting and I'm not persuaded that it would be fair or reasonable for me to require Barclaycard to provide any further information to Mrs T or her husband about the balance transfer.

My final decision

My decision is that I don't uphold Mrs T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 4 June 2025.

Jarrold Hastings
Ombudsman