

The complaint

Mr G is unhappy with Barclays Bank UK PLC. Barclays cancelled a standing order Mr G set up. Mr G thinks Barclays should check with him first before cancelling the standing order.

What happened

Mr G set up a standing order to pay another party who I'll refer to as 'W'.

W contacted Barclays and asked it to cancel the standing order. This isn't the first time W have asked Barclays to cancel the standing order. The Financial Ombudsman considered the previous cancellation in an earlier case and issued a final decision which said Barclays had acted unfairly in cancelling the standing order without Mr G's permission.

Barclays have since said its policy is to cancel a standing order when requested. And it doesn't have any procedure to block a standing order from being cancelled by anyone. So, it cancelled the standing order again.

Mr G maintains Barclays should check with him before cancelling it.

In this case, Barclays acknowledged the previous final decision but said it's not its policy to seek a customer's approval. Instead, it will cancel the standing order when asked to do so by a third-party and write to its customer to let them know. As it did in this case.

Mr G also complained about Barclays noting the standing order as being cancelled by the customer. Barclays apologised for this and awarded £50 to address the error – and explained the options it can input for cancellation reasons are limited and the closest fit is cancelled by customer.

Our investigator didn't uphold the complaint. She said Barclays were justified in cancelling the standing order and she felt the £50 they paid was fair compensation. Mr G didn't accept this and asked for his complaint to be passed to an ombudsman for a final decision.

In my recent provisional decision, I said:

"The crux of this complaint as I see it, is whether it's fair for Barclays to cancel the standing order Mr G instructed it to pay - without first obtaining his permission to do so. And ultimately, I don't think it's fair for Barclays to do this.

Barclays said when a company like W requests a cancellation it trusts there's a valid reason for doing so. Barclays said this helps protect its customers from risks such as payments not being forwarded correctly - or being returned when those payments are no longer accepted by the recipient.

I note W has repeatedly asked Barclays to cancel the standing order because W says it should be paid to another company (C). And I gather W have contacted Mr G and Barclays

about this.

I understand W said it will continue to try and cancel any payment methods set up by Mr G to stop the payment from coming to it. So, I do understand Barclays' position and why it has advised Mr G to liaise with W and C to resolve this matter.

Though I understand Barclays' rationale and their reasons for completing the cancellation when asked to do so by W. I think Barclays' primary duty is to act on the instructions of its customer, Mr G.

Barclays confirmed acting on the instructions of W in the manner it has, isn't part of its terms and conditions. Though Barclays said it's still required to act on W's cancellation request. However, I'm not aware of any such requirement – other than Barclays' own internal policy. And that policy goes against its duty to carry out the standing order as instructed by Mr G. I acknowledge Barclays said it has a duty to protect its customers. But it also has a duty to carry out its account holder's wishes in relation to their funds. And Mr G wants to maintain the standing order. So, I think that's what they should have done.

I can also see each time Barclays cancelled the standing order, it set it up again when asked to do so by Mr G.

Barclays said this is because it has to act on its customer's instructions. Yet Mr G's full instructions are clear; he doesn't want the standing order to be cancelled without his permission.

I think Barclays' focus and obligation should be to its customer's instructions. And so, I don't think it's fair for Barclays to have cancelled the standing order without Mr G's permission.

To put things right to Mr G's satisfaction in this case would likely involve making Barclays change its internal policy. And that isn't something I can do.

The Financial Ombudsman is not a regulatory body or a Court of Law, instead we serve as an informal, unbiased dispute resolution service. So, I can't tell Barclays to change its internal policies or procedures. My role is to determine whether I believe Barclays acted fairly, from an impartial standpoint, after considering all the factors of a complaint. And I can award compensation where I think it's warranted.

I think Mr G has been caused distress, inconvenience and frustration due to Barclays cancelling the standing order against his express wishes and failing or refusing to seek his permission prior to doing so.

Barclays have already paid £50 compensation. I think Barclays should pay Mr G an additional £50 making it £100 compensation in total for the distress and inconvenience it caused in cancelling the standing order and incorrectly advising Mr G it was cancelled by the customer.

I acknowledge Mr G raised several impacts he attributes to Barclays. And I am sorry to hear how this has all affected him. But I can't hold Barclays responsible to the level of compensation Mr G seeks.

Though I acknowledge the impact caused by the memories Mr G has in relation to the standing order, I don't think Barclays or its errors are solely or wholly responsible. And I do think £100 compensation in total is reasonable in the circumstances of this complaint."

Responses to my provisional decision

Both parties responded to my provisional decision. I'm not going to refer to every point each party has made. But I am going to work through the main factors most closely linked to the complaint.

Barclays said Mr G's standing order is a payer-controlled instruction and ordinarily only the payer may cancel or amend an order like this. But Barclays said Mr G no longer has an active account with W. And Barclays highlighted other reasons why W shouldn't receive the funds. I understand these reasons will likely have come directly from W. Based on those reasons Barclays said it acted responsibly in cancelling the standing order.

Barclays also highlighted the outcome of a final decision on a separate case which it thinks should be taken into account for consistency.

Mr G said he thinks previous cancellations of the standing order should be taken into account and a higher award considered for the amount of distress he has been caused.

Mr G added that C have been bombarding him with telephone calls which I understand will be in relation to seeking Mr G setup a standing order with C rather than W.

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 agree with Barclays' statement that Mr G's standing order is a payer-controlled instruction which should only be able to be cancelled or amended by Mr G. So, I don't think Barclays should have complied with W's wishes. And I don't think it's Barclays' responsibility to resolve any concerns W or C have with Mr G.

The situation with W and C which Barclays has discussed is a matter between W, C and Mr G. I don't think it's appropriate in this case for Barclays to begin acting on behalf of W by cancelling the standing order - particularly given Mr G doesn't currently want it to be cancelled.

W's concerns with the standing order are a matter for it to address directly with Mr G.

W or C could take various steps to deal with the matter internally or through communication with Mr G. But I don't think W or C should be able to cancel a payer-controlled instruction through Barclays.

I understand why Barclays thinks it acted responsibly. But Barclays' principal responsibility is to carry out Mr G's instructions in relation to the standing order. And so, Barclays should not be cancelling it without Mr G's permission, irrespective of the situation with W or C.

This case is considered on its own merits and so I will not directly comment on the final decision Barclays have referred to nor justify why this decision might differ from that one - other than to say each case is considered on its own individual merits.

Instead, I will reiterate; a final decision was issued to Mr G and Barclays previously by our service, about fundamentally the same issues, and that final decision said it was unfair for Barclays to cancel the standing order without Mr G's permission.

The factual similarities between the two cases Mr G referred to our service about this issue far outweigh those from an unrelated case. The facts are Mr G is Barclays' customer in this

matter, not W. So, Barclays should be following through on Mr G's instructions and not cancelling the standing order without his permission.

I've considered everything Mr G has said about the standing order and the impact on him caused by Barclays cancelling it at the request of W. I will respond to the main factors as I see them now.

Mr G raised the scope of the complaint and asked why this case doesn't take into account previous cancellations by Barclays.

As referenced, our service dealt with a case about the standing order being cancelled before. An ombudsman issued a final decision on that case and so I'm unable to revisit its merits. I'll explain why.

Our powers to consider complaints are set out in the Financial Services and Markets Act 2000 (FSMA) and in the rules known as the Dispute Resolution Rules (DISP), written by the Financial Conduct Authority (FCA).

These rules are part of the FCA handbook, and the Financial Ombudsman is required to consider the rules alongside the specific circumstances of a complaint.

The rules that bind the Financial Ombudsman about determinations by the ombudsman say:

"DISP 3.6.6

When the Ombudsman has determined a complaint:

(3) if the complainant notifies the Ombudsman that he accepts the determination within that time limit, it is final and binding on both parties."

Mr G accepted the previous decision. So, in relation to the merits of that case, the decision issued was final. This means what happened there cannot be revisited here nor directly considered as part of the merits of this case.

That being said, I am mindful of this not being the first time the standing order has been cancelled, and I have considered the potential for compounded impact due to this.

As I said in my provisional decision, I acknowledge Mr G has raised numerous impacts he attributes to Barclays and its cancellation of the standing order. And I am sorry to hear how this has affected him. But I don't think it's fair to hold Barclays responsible to the level of compensation Mr G seeks.

Mr G said when Barclays cancelled the standing order it caused distress due to the memories it brings about the initial setup of the standing order and what it related to in his personal life.

I understand Mr G's position on this, and I agree it will have been frustrating and disappointing to find Barclays had cancelled the standing order again - especially after the Financial Ombudsman said it was unfair to have done this previously.

But I can't say Barclays are wholly or solely responsible for the return of Mr G's memories and the impacts they bring. I understand Mr G's points around how the standing order being cancelled can trigger memories of a time which caused him substantial distress. But I can't fairly say this is directly or originally caused by Barclays.

I'm aware based on what Mr G and Barclays have said, that W and / or C have been repeatedly contacting Mr G about the standing order for some time.

I understand W have been contacting Mr G about the standing order and the debt prior to each time Barclays have cancelled it. So, I think it's fair to say Mr G's memories will likely already have been triggered through that contact and not only due to Barclays' subsequent cancellation of the standing order.

This case can't look at the actions of, or impacts caused by W or C. I can only consider the actions and errors of Barclays and what impacts I think it's fair to hold it responsible for.

I consider Barclays' actions in cancelling the standing order to be an error which required a reasonable effort from Mr G to sort out. I think it's fair to say the error resulted in some acute stress for Mr G and caused an impact at the point of finding out it was cancelled to the point of reinstating it. I understand Mr G was able to reinstate the standing order the same day it was cancelled.

So, I do think it will have been frustrating for Mr G to find Barclays had cancelled the standing order again. And to then go through setting it up again. For the distress and inconvenience related to that I think compensation is warranted. And I think £100 is reasonable in line with our award ranges and the circumstances of this case.

I acknowledge the level of impact Mr G has discussed and why he thinks a far higher award is appropriate. And though I do think Barclays were wrong to act on the request of W, because this is a standing order and W aren't Barclay's customer in this matter. And Barclays duty is to Mr G's instructions not W's. But I don't think it's fair to hold Barclays primarily responsible for all the impacts Mr G has told us about nor the return of his distressful memories.

There's nothing in the responses from either Mr G or Barclays that makes me think the provisional outcome needs to be changed. So, the provisional decision becomes my final decision.

My final decision

I uphold this complaint.

I require Barclays Bank UK PLC to:

- Pay Mr G an additional £50 to make it £100 in total compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 2 January 2026.

Gordon Candlish
Ombudsman