

## **The complaint**

A limited company 'P' complains that Barclays Bank UK Plc won't refund what it says are unauthorised transfers from its account.

Mr A is P's director and he brings the complaint on it's behalf. For ease of reading, I'll mostly just refer to Mr A, where I mean his company, P.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here.

Mr A disputes a large number of transfers from his account which together totalled over £300,000 and which took place in October and November 2022. Barclays declined to refund the disputed transfers, Mr A complained and the matter was ultimately considered by one of our Investigators. She didn't recommend that Barclays needed to do more. In a broad summary she pointed out that Mr A had received credits into this account around the time of the disputed transfers which he hadn't evidenced he was entitled to. So, she didn't think it would be fair to require more from Barclays.

Mr A disagrees and has asked for an Ombudsman to review his complaint.

## **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've reached the same outcome as our Investigator and for similar reasons. I know this will be disappointing for Mr A, so I'll explain why.

Mr A has made some detailed submissions in relation to his complaint. I've read and considered all he's sent in, but I don't intend to respond in similar detail. So, if I don't mention a particular point or piece of evidence, it isn't because I haven't seen or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is just a reflection of the informal nature of our service.

My role requires that I reach an outcome based on what I believe to be fair and reasonable in all the circumstances of a case. So, whilst the relevant regulations (Payment Services Regulations 2017, PSRs) say that unauthorised payments should usually be returned to an account (unless certain exceptions apply). This would still have to be a fair and reasonable outcome.

In the circumstances here, Mr A's account received two equivalent credits that relate to two of the disputed transactions (£19,400 and £19,540 both on 24 October 2022). As those two payments were returned, there isn't any reasonable basis upon which I could require

Barclays to refund them again, doing so would put Mr A into a better position to Barclays' detriment.

In relation to the remainder of the disputed transfers, it's relevant that there were other significant credits into Mr A's account which funded the outgoing transfers. These credits appear on the statements as £28,598.07 on 14 October 2022, £276,814.85 on 21 October 2022 and £55,372.08 on 23 November 2022. Mr A initially told Barclays that he was 'still looking into' some of these payments during a call with them in January 2023.

Our Investigator asked Mr A about these incoming payments on several occasions, and he hasn't provided anything to demonstrate that these funds were intended for him. As such, I'm not persuaded that the alleged unauthorised transfers that moved on these funds caused a loss to Mr A. It follows that there isn't any fair and reasonable basis upon which I could require Barclays to refund them.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 3 February 2026.

Richard Annandale  
**Ombudsman**