

complaint

Mr L complains that Barclays Bank UK PLC has not credited a payment of £180 to his account.

background

Mr L paid in a cash deposit to his account through a third party intermediary. It did not reach his account. Barclays paid him £180 as a 'gesture of goodwill' and a further £25. It asked him for details of the credit and it has not told him what happened to the money or paid this into his account.

Our investigator did not recommend that Barclays do anything more. She said that there was a breakdown in communication as Mr L thought that the goodwill payment was in addition to the money he paid in. So he continued to contact Barclays about that missing money. Barclays has not been able to locate this. She thought that Barclays has acted fairly by crediting Mr L with the equivalent amount to the missing money. He hasn't suffered a financial loss.

Mr L did not agree. He cannot accept that Barclays is unable to trace the payment. He was not made aware that the goodwill gesture was going to represent this payment. There has been some error or fraud involved here. And he cannot see why he's been asked for more details about the payment he made.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I understand Mr L's concern that Barclays simply can't tell him what happened to the deposit he paid in. And I know he's been in contact with the third party intermediary too. He paid the cash in at 17:14 on 12 March 2019. And when he couldn't see this on his account he contacted Barclays and explained he needed this money for essential spending.

Barclays offered to make the credits to his account and which were available on 15 March 2019. And I can see from the detailed statement of his account that Barclays provided to this service that he was able to use this money to make debit card payments that day.

Barclays has been unclear about what it was offering Mr L. It asked him for details of the payment and continued to correspond with him about this. In an email of 29 March 2019 from the complaints team to Mr L it said that *"... if the deposit is located and it naturally proceeds to credit your account as per the original instruction, then it will remain there..."* and it went on to say *"...there is no basis to be sure that the funds will be returned to you..."*

There was clearly no guarantee of this but it led Mr L to think that there was £180 at stake for him and so he has continued to contact Barclays about this.

I've seen that Barclays has taken steps to trace the deposit and has been unable to do so. And I'm forming my own view on this complaint. I'm not bound by anything Barclays has said and I'm looking at what's fair and reasonable. Mr L has not suffered a financial loss as the amount he paid in has been credited to him. This happened when he raised this and he has not been deprived of that amount of money. Barclays also paid him compensation for his

inconvenience of £25. I don't think it was unreasonable to expect him to try and help Barclays trace the funds in any event. But the money has not been traced. And I don't have a reasonable basis to find that Barclays should now pay Mr L a further £180 even taking account that he expected this to be paid to him. He is in my view in the position he should have been in after paying this money into his account and has been compensated for inconvenience.

my final decision

My decision is that I do not uphold this complaint in the sense that I am not going to be requiring Barclays Bank UK PLC to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 August 2019.

Michael Crewe
ombudsman