

## **The complaint**

Mr S complains about Barclays Bank UK PLC.

He is unhappy that Barclays will not refund him a payment he mistakenly made to the wrong person.

## **What happened**

In August 2023, Mr S paid £968.86 for some building work. However, Mr S paid a builder who had done work for him previously and not the builder he intended to pay.

Once Mr S realised the error, he reported this to Barclays and asked it to recover the funds and made a complaint.

Barclays wasn't able to recover the funds from the account Mr S paid as there were insufficient funds to do so, and it didn't uphold his complaint.

Nevertheless, Barclays did offer to pay Mr S 50% of the payment he made as a gesture of goodwill, but Mr S rejected this offer. Barclays has since rescinded this offer.

Unhappy, Mr S brought his complaint to this Service. Our Investigator looked into things but didn't think that the complaint should be upheld.

Mr S asked for an Ombudsman to make a decision, so the complaint has been passed to me.

## **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 decided not to uphold this complaint. I know this will be disappointing for Mr S, so I'll explain why.

Firstly, I should say that I do understand that Mr S has paid the wrong person – and that the original bill still needed to be settled, so he is out of pocket for a significant sum of money. However, for me to recommend that Barclays repay him the money he has lost, I would have to think that Barclays had done something wrong here – and I don't think that it has.

Mr S has explained that he messaged the incorrect builder to ask for their bank details – and that this was provided to him. I haven't seen the content of these messages as they are not available, but I do know that the builder who received the funds by mistake has told Mr S that he would repay him, although this has not happened.

Therefore, it would be difficult for me to conclude that Mr S was the victim of an orchestrated scam here – rather than a victim of unfortunate events that have caused the loss. It is of course possible that the recipient of the funds took advantage of the situation – but this

alone isn't enough to say that Mr S was the victim of a scam – and it is also possible that the bank details were provided without much thought as a result of other invoices being due to the recipient.

I also don't think that it would have been appropriate for Barclays to have intervened when Mr S was making the payment. It wasn't for an unreasonably large or suspicious amount for Barclays to have been concerned about, and even if Barclays *had* intervened, I don't think this would have made a difference to what happened. Mr S would have told them that he was paying for building work that he'd had done and was settling the bill. Mr S wasn't aware at the time that he was paying the wrong builder – and there was no way that Barclays could have known this either. So, the payment would have still gone through.

I also don't think that Barclays could have done anymore to recover the payment – by the time Mr S notified it of the mistake, there were no funds available to return to him. So there was nothing more it could do.

I am very sorry that Mr S now finds himself out of pocket – but I'm afraid that I can't hold Barclays responsible for this – and I don't uphold this complaint.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 May 2024.

Claire Pugh  
**Ombudsman**