

## The complaint

Mr M complains that Barclays Bank UK PLC (Barclays) returned a standing order payment.

## What happened

Mr M had an overdraft limit of £1,400.

On 28 March 2013, he had a balance of £407.29 debit. The following four days was the Easter bank holiday weekend, starting on Good Friday (29 March 2013) through to Easter Monday (1 April 2013).

The following transactions took place on Mr M's account:

Date	Type of payment	Amount
<b>Opening balance – 2 April 2013</b>		<b>£407.29 debit</b>
28 March 2013 – 31 March 2013	ATM withdrawals (5)	£160.00
2 April 2013	Direct debits/ Standing order (3)	£106.30
2 April 2013	Debit card payments (14)	£1,075.25
<b>Balance before loans</b>		<b>£1,811.83 debit</b>
2 April 2013	Credits – loans (2)	(£660.00)
2 April 2013	Returned standing order	(£5)
<b>Closing balance - 2 April 2013</b>		<b>£1,146.83 debit</b>

Barclays returned unpaid one standing order for £5.

Mr M complained. He said the standing order shouldn't have been returned – as he had sufficient funds in his account. He was then charged a return fee of £8. He says he wants that refunding, plus interest at 8% per annum. He said Barclays didn't deal with his complaint when he emailed them in September 2018 – and this was a failing on their part.

In November 2022, Barclays said it wasn't possible to say exactly when each debit was applied to Mr M's account. But the total debits shown on 2 April 2013 would've taken Mr M over his overdraft limit. So – there weren't sufficient funds, and the standing order wasn't paid. On their response to the complaint being made in 2018, Barclays said it wasn't reasonable to send an email to a personal email address, and the ways to complain are shown on their website.

Mr M brought his complaint to us. He showed us the Financial Conduct Authority's (FCA) website – which did show he sent an email to the correct address at Barclays.

Our investigator didn't uphold Mr M's complaint. She said - on 28 March 2013 the closing balance was £470.29 debit. There was a total of £1,341.54 in outgoing debits - making the closing balance £1,811.83 debit. Given the passage of time, it wasn't possible to determine the exact order of the debits, but it was likely that the debit card payments were reflected in the available balance immediately – even though the actual debits to the account were shown later, when the merchants claimed payment. So – it was likely that Mr M's balance was shown as £1,811.83, and that was the basis on which the 'pay' or 'no pay' decision was made.

She followed up her view and addressed Mr M's points about Barclays' complaint handling process and expanded on her view about the debits.

She could see that Mr M initially got a non-delivery message, so he could see the email hadn't been delivered – in July 2018. Mr M then emailed a specific person, but Barclays said no email had been received. But on the other hand, Mr M didn't chase this up with Barclays until November 2022 – two years later. While this was frustrating, she didn't think Barclays would've responded any differently in 2018 (if they'd looked at Mr M's complaint then) as when they did so in 2022.

She considered that it was unlikely the two loans would've gone into Mr M's account early on 2 April 2013 – so wouldn't have been included in the balance. She asked Mr M if he'd called Barclays at the time (to explain what was happening on his account) – but he couldn't be sure if he did.

So on balance, our investigator didn't uphold the complaint.

Mr M asked for a Subject Access Request (SAR) from our service to give him information with which to respond. And asked that an ombudsman look at his complaint, and so it has come to me to make a final decision. (**continued**)

## **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 checked that we've sent Mr M the documents requested under the SAR – and these were sent on 13 September 2023. I noted he hasn't made any further comments on his complaint since that time.

### *Return of standing order - £5:*

The crux of Mr M's complaint comes down to what balance Barclays would've seen when they made the decision to return the standing order on 2 April 2013. With the passage of time, and changes in banking systems – Barclays can't be specific about their IT and approval systems in 2013.

So - where the information I've got is incomplete, or unclear (as some of it is here), I must base my decision on the balance of probabilities. That is – what's more likely than not to have happened in all of the circumstances here, based on the available evidence.

My role isn't to say whether Barclays were right, or not to return the standing order, but to consider what information Barclays had to make that decision.

I considered what likely happened. And here, I think it is very likely that all the transactions would've shown in Mr M's 'projected' balance when Barclays opened for business on 2 April 2013.

The two direct debits and one standing order (for £5) would've been shown as items which were to about to be debited to Mr M's account – they would've been 'loaded' onto Barclays' systems and shown in Mr M's 'projected' balance before they were applied to Mr M's account on 2 April 2013.

The same goes for the debit card payments - even though they were applied to Mr M's account on 2 April 2013, the actual purchases would've been made one or two days before – and Barclays would've seen in advance the debits were to be applied.

And looking at the ATM withdrawals made over the bank holiday weekend – these would've been shown in Mr M's balance immediately.

So – I'm satisfied that Barclays would've seen Mr M's 'projected' balance as £1,811.82 debit on 2 April 2013 and took the decision to return the standing order unpaid based on that information.

I don't think it's likely that the loan funds of £660 would've been shown in the balance, and I think it's probable those arrived into Mr M's account later on the day of 2 April 2013, after the decision to return the standing order had been made.

We did ask Mr M if he made contact with Barclays to advise them of his situation, and (presumably) let them know that the loan funds were due to come into his account, but he can't recollect that he did.

### *Mr M's complaint to Barclays – September 2018:*

Mr M argues that Barclays failed to address his complaint when he emailed them in September 2018. I accept that he sent an email to the Barclays address – which was as shown on the FCA's website. Barclays, for their part, can't explain what happened to this, nor why it wasn't dealt with.

But equally, Mr M didn't chase this up with Barclays for more than two years. And while that doesn't excuse Barclays for not responding to his email in September 2018, I must reach a balanced conclusion based on what happened. And – I don't think it's unreasonable to have expected Mr M to have followed up with Barclays before he did – to see what had happened to his email. And there's nothing in Barclays' records to show he did - by correspondence or phone.

So here, while I accept that Mr M will be disappointed by my decision, on balance and in the circumstances of this case, I'm not going to ask Barclays to do anything here.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 November 2023.

Martin Lord  
**Ombudsman**