

## **The complaint**

Mr S complains Barclays Bank UK PLC (Barclays) failed to assist him recovering a payment he'd sent in error from his bank account with another provider.

## **What happened**

Mr S says in late April 2022 he intended to make an online payment of £3,700 to his son's bank account but in error he selected another saved payee. Mr S says he has poor eyesight and must have simply "clicked" on the next payee. Mr S says he contacted his bank from where the payment was made and it commenced a recall of the payment with Barclays, but the recall wasn't successful. Mr S says he made a number of calls to both his bank and Barclays to help him, but Barclays simply wrote to him in September 2022 saying it had been unable to obtain the necessary authority to return the payment.

Mr S says he can't understand how the payment has ended up being put into an account of a corporate customer with Barclays, when he'd only ever made payments to this saved bank account on his online banking app, for a finance facility he held with part of Barclays group in the past. Mr S says he doesn't feel Barclays have done enough to help him recover the monies he sent to one of its customers and wants them to return the monies to him.

Barclays says it has attempted to obtain the authority of the account holder where these monies were sent by Mr S, but it hasn't received the authority needed to return the funds. Barclays says Mr S should go back to his own bank to initiate a formal payment recall. Barclays offered Mr S £100 for the time it took to deal with his complaint. Mr S wasn't happy with Barclays' response and referred the matter to this service.

The investigator looked at all the available information but didn't uphold the complaint. The investigator says Barclays haven't made an error and the payment sent by Mr S went directly to a third-party bank account and not an internal bank account of Barclays as originally thought. The investigator explained as this payment had been made to a saved payee on Mr S's banking app, the payment wouldn't have gone through the name checking process and the payment would only reject if it didn't match a sort code and account number of a valid Barclays account – but it did here.

The investigator says Mr S's bank had attempted a recall of the payment to Barclays but without the consent of the third party, Barclays are unable to return the funds. The investigator suggested Mr S should now seek legal advice. Mr S didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for a final decision.

## **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 won't be upholding this complaint and I will explain how I have come to my decision.

I was sorry to hear of the problems Mr S has faced recently and this must be a difficult time for him. When looking at this complaint I will consider if Barclays have provided sufficient support to Mr S in his attempts to recall a payment he sent in error. Mr S's complaint centres around the fact he unfortunately sent a payment intended for his son's bank account to another saved payee in his banking app, and neither his own bank nor Barclays have been able to retrieve the funds for him.

I do sympathise with Mr S's situation that a simple keying mistake on his app meant the funds he intended to be sent to his son's bank account went to another saved payee in his banking app. Here the payees banking details he inadvertently sent the payment to, was that of a corporate client of Barclays and not an associate business of Barclays as he thought initially – while it's not totally clear whether this account had been redesignated by Barclays since he last sent a payment there, unfortunately Barclays would be permitted to re- use old/closed or dormant account numbers if it so wished.

From the information I have seen Mr S's own bank have exhausted the payment recall process. Barclays in turn have attempted to contact its customer but haven't been able to obtain that customers authority to return the payment and without this sadly, Barclays wouldn't be able to simply debit its customer bank account. This seems to have been made more complicated by the fact the recipient is overseas.

In these circumstances all I can ask of Barclays, as it hasn't made a mistake, is to approach its customer to ask to return the funds and it has done that here, sadly without success. I understand Mr S has the details of the recipient and his bank have made clear this can only be used via the appointment of his solicitors, which seems the only route forward here given Barclays haven't been able to get the authority it wants from its customer.

While Mr S will be disappointed with my decision, I will leave it with Mr S if he now wishes to accept Barclays offer of £100 for the time it took to deal with his complaint, other than that I won't be asking anymore of Barclays here.

### **My final decision**

My final decision is that I do not 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 23 August 2023.

Barry White  
**Ombudsman**