

## **The complaint**

Mr L has complained that Barclays Bank UK PLC won't refund a transaction he says he didn't make or otherwise authorise.

## **What happened**

In spring 2023, a bank transfer of £1,500 was made from Mr L's Barclays account to a new payee. This was done on Mr L's banking app on his registered mobile phone at his usual IP address, using his passcode and card details.

Mr L says this wasn't him. He's explained his phone and card were in his possession and he was holding his phone in his hand at the time of the payment. His phone was protected by his fingerprint and no one else had access to it. He hadn't shared or recorded his passcode and no one else knew it. He hadn't responded to any phishing communication.

Barclays held Mr L liable for the payment in dispute. Mr L came to our service.

Our investigator looked into things independently and didn't uphold the complaint, as they found there was no likely or plausible way the payment could've been made without Mr L's consent. Mr L appealed. He said he doesn't even know how to make bank transfers on his mobile app. The complaint's been passed to me to decide.

## **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.

Broadly speaking, Barclays can hold Mr L liable for the payment in dispute if the evidence suggests that he authorised it.

I'm satisfied from Barclays' technical evidence that the payment in dispute used Mr L's genuine mobile app, on his registered device, using his passcode and card details. So I can see the transaction was properly authenticated. The question, then, is whether the evidence suggests that it's most likely Mr L consented to it or not.

The device in question was registered to Mr L's account, at Mr L's phone number, he'd been using it for his mobile banking since at least 2019, and he continued to use it afterwards. So I'm satisfied this was Mr L's phone. There's no evidence of any unauthorised or remote access, malware, or hacking, and Mr L confirmed he didn't respond to any phishing attempts. And Mr L said his phone was in his hand at the time, was protected by his fingerprint, and no one else had access to it. So based on all that, there's no likely or plausible way someone could've been using Mr L's phone without his permission. It only realistically could've been used with Mr L's consent.

The payment used Mr L's passcode. Mr L hadn't shared or recorded this passcode anywhere, he hadn't given it away due to phishing, no one else knew it, it wasn't easy to guess, and as I mentioned above there's no signs of it being bypassed through hacking. So there doesn't seem to be a likely or plausible way someone would know this passcode, other than Mr L himself or someone he'd given his permission to.

The disputed payment was made at the same IP address Mr L used for his genuine banking activity both beforehand and afterwards. So the person who made it was using the same internet connection Mr L normally used, such as his home internet. This also suggests the payment was made with Mr L's consent.

While this is a more minor point, I might've expected a thief to try to take as much money as possible, as quickly as possible. And the person using Mr L's mobile app could see the balance. Yet they only made one payment, and left a significant balance in the account. It's unlikely that a thief with full access to the account would simply leave available funds untouched. But it does fit well with the possibility that the payment was authorised.

I'm afraid I do need to note that Mr L's testimony has been unreliable. While he says he doesn't know how to make bank transfers on his mobile app, I can see that he's made a number of such transfers over the years as part of his genuine spending.

Lastly, I've not seen any evidence which makes it seem implausible or unlikely that Mr L could've authorised this payment or given someone else permission to make it.

In summary, I'm satisfied that Mr L's genuine phone, app, and security details were used. Based on the evidence, there isn't a likely or plausible way the payment could've been made without Mr L's permission, whereas the evidence supports it being authorised. So it's fair for Barclays to decline a refund. I understand this is not the outcome Mr L was hoping for. But given the evidence at hand, and the balance of probabilities, I'm unable to reasonably reach any other conclusion.

### **My final decision**

For the reasons I've explained, I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 6 March 2024.

Adam Charles  
**Ombudsman**