

## **The complaint**

Miss C complains that Barclays Bank UK PLC will not refund payments she says she did not authorise.

## **What happened**

Miss C holds a current account with Barclays. On 3 August 2019 she says she went to use her debit card at a shop and realised it was missing. She says she then logged into her mobile banking app and saw that a large sum of money had been moved from her Barclays ISA into her current account, and then out of the account in the form of withdrawals, bank transfers, and card payments. Miss C says she did not authorise any of these payments, and so she flagged them with Barclays.

Barclays reviewed the disputed payments, but did not agree that there was evidence to show they had not been authorised, so it declined to refund them to Miss C. It did though make a payment to her for £300, to recognise that the service she had been provided when making her complaint could have been better.

Miss C maintains that she did not make these payments, she feels that Barclays should at least refund the card payments and withdrawals to her and that it should make a higher payment for the distress and inconvenience caused to her.

Our Investigator looked into what had happened. But they ultimately did not feel there was enough evidence to show that the payments had not been authorised by Miss C, so they did not recommend that Barclays refund these payments, or that it should pay any further compensation to Miss C remained unhappy, so this case has been passed to me for a 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've reached the same conclusions as our Investigator set out, and for the same reasons.

The relevant law here is the Payment Services Regulations 2017, and broadly speaking Miss C is responsible for any payments that she has authorised (either by making them herself or allowing someone else to) and she isn't responsible for unauthorised payments. So, the key question here is whether Barclays has acted fairly in concluding that Miss C did authorise the disputed payments or otherwise allow them to be made.

I'm satisfied from the bank's technical evidence that Miss C's genuine card and PIN, or genuine account login details, were used to make the disputed transactions. But the regulations relevant to this case say that is not, on its own, enough to enable Barclays to

hold her liable. So I also need to think about whether the evidence suggests that it's more likely than not that Miss C consented to the payments being made.

From what I've seen, I don't think it's unreasonable for Barclays to conclude that Miss C authorised the transactions. I say this for several reasons.

Firstly, the bank transfers that Miss C has said she did not make were to an individual known to her – her ex-partner. Miss C has said she can understand why Barclays would not have flagged these payments, as they were to someone she had paid before, and she has suggested that she does not want to claim a refund of these payments. But I think I do need to consider them as part of the context of the entire set of disputed payments.

These transfers were made using mobile banking on a device that had been registered with Miss C's mobile banking the same day that the disputed payments were made. Miss C says that the fact they were made with a new device supports her assertion that she did not make these payments. But, in order for mobile banking to be registered on the new device, the individual who had that device would need to have known Miss C's PIN for her debit card, and Miss C has been clear in our submissions to us that this PIN was not recorded anywhere and that she had not shared it with anyone else. So, it's not clear how a third party could have registered online banking without Miss C's involvement.

The debit card payments – made to various retailers – and withdrawals were also made using the chip and PIN on Miss C's debit card. And Barclays has said that there were no incorrect PIN attempts, so it is clear that whoever used the card did know the PIN. So, again, it is difficult to see how a third party could have made these payments unless Miss C shared her PIN with them.

I also have taken account of other inconsistencies in Miss C's explanation of what happened here. Specifically:

- That she says she discovered the payments after logging into mobile banking on her phone when the online and mobile banking records we have seen do not show any login from her usual device that day.
- That she continued to make payments to her ex-partner after the disputed payments, even though she made it clear to Barclays that he was most likely the person who had stolen her funds.

With all of this in mind, I therefore can't see an explanation for how Miss C's details were compromised to the extent that a third party was able to make these payments without her knowledge. And I'm satisfied from the evidence I've seen that, on balance, it was reasonable for Barclays to decide that it was more likely that Miss C authorised the disputed payments or otherwise allowed them to be made. It follows that Barclays is entitled to hold her liable for them.

I acknowledge that Miss C feels Barclays should have stopped the payments – given how unusual they were – and that if it had done so it could have prevented her loss. But given that I'm satisfied she most likely did authorise the payments, I can't see that any intervention from Barclays would have prevented them from being made. I don't consider Barclays could have taken any action to stop them or that it should have taken steps to recover the funds.

I acknowledge that there do appear to have been some service issues in how Barclays handled Miss C's concerns – specifically relating to a delay in closing some of her accounts and in issuing her with its final response to her complaint. I also acknowledge that it appears Barclays told Miss C that she had previously made card payments to the same retailer as the disputed card payments were to, when that was not the case. But I don't consider that any

inaccurate comments around this point have affected the outcome of Miss C's claim. And, overall, I'm satisfied that the £300 compensation Barclays has already paid to her is appropriate compensation for any failings.

I know this will be very disappointing for Miss C, but I hope she will understand the reasons for my decision.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 17 April 2024.

Sophie Mitchell  
**Ombudsman**