

The complaint

Mr W complains that Barclays Bank UK PLC ("Barclays") hasn't refunded money that left his account which he didn't authorise.

Mr W is represented in this complaint by his mother, Mrs W.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, I understand Mr W contacted Barclays on 1 April 2023 to report that there were six outgoing transactions showing on his account totalling £3,500.10 which he didn't recognise and which he hadn't authorised.

Four of the transactions totalling £3,000.10 weren't subsequently charged to Mr W's account. However, a £300 debit card payment to a crypto exchange and a £200 bank transfer were charged to Mr W's account.

Mr W was unable to reach agreement with Barclays, so he referred his complaint about Barclays to us. He said that in June 2023 Barclays paid him £220 to compensate him for the £200 bank transfer and call costs, so his focus was only on the remaining £300 debit card payment.

Our Investigator was unable to resolve the matter informally, so the case has been passed to me for a decision. I sent Mr W and Barclays my provisional decision on 24 April 2024. I wanted to give both parties a chance to respond before I issued my final decision. That provisional decision forms part of this final decision and is copied below.

What I've provisionally 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'm not intending to uphold this complaint. I'll explain why.

Generally speaking, Barclays is required to refund any unauthorised payments made from Mr W's account, and Mr W should only be responsible for transactions made on his account that he has authorised himself. Those rules are set out in The Payment Services Regulations 2017. Mr W has said he didn't authorise the £300 debit card transaction. So, I have to decide whether or not I think Mr W did authorise it.

Barclays has provided us with a screenshot which indicates this transaction was instructed on 30 March 2023 at 9.04am. It has also provided us with, in confidence, a copy of historical login data for Mr W's account. I can see this data shows a login to Mr W's account on 30 March 2023 at 9.04am just hundredths of a second before the card payment. The data shows this was on the Barclays app using the correct passcode. And the data recorded for this login – in terms of the recorded IP address, location, and device ID – is consistent with logins both before and after the period of the disputed payment(s). I can confirm for Mr W's

benefit that the device ID is the same as that consistently used throughout 2023 and part of 2022. There are no discrepancies or indications at all that I can see that this was anything other than a login by Mr W on his Barclays app just hundredths of a second before the card payment.

Now, this is not exactly the same thing as the historical data showing the card payment was authorised by Mr W on his Barclays app. But Barclays has said this card payment was authorised by Mr W on his Barclays app. Given Mr W logged into his Barclays app just hundredths of a second before the card payment, I find this likely. Furthermore, £300 was transferred into Mr W's account from his savings account at 8.49am (just 15 minutes before) which facilitated the £300 card payment. I've seen technical data showing this £300 transfer from Mr W's savings account to his current account was made from the same device ID as above. And I've not seen anything persuading me Mr W's device or account security was compromised. So I'm persuaded that Mr W most likely authorised the £300 transfer from his savings account to his current account. And, bearing this in mind and everything I've said above, that he also authorised the disputed £300 card payment from his current account.

Mr W hasn't focused on the £200 bank transfer (the one mentioned above in the "What happened" section) because, whilst he says he didn't authorise this transaction either, he believes Barclays already compensated him for this in June 2023. But I haven't seen any evidence that Mr W was compensated for this transaction. I can see from Mr W's account statements a refund for £200 on 30 May 2023, but this was also reversed on the same day. And Barclays has said itself that this was only a temporary refund (and that ultimately it hasn't refunded this transaction). So, for thoroughness – because if Mr W didn't authorise this £200 bank transfer this might be relevant to the £300 debit card transaction too – I have considered this transaction nonetheless. But historical payments data from Barclays shows this payment was instructed on 29 March 2023 at 11.47pm. And, again, the IP address and device ID data connected to this payment matches payments, and app logins, both before and after the period of the disputed payments. Again, the device ID is the same as that consistently used throughout 2023 and part of 2022. There are no discrepancies or indications at all that I can see that this was anything other than a transaction authorised by Mr W on his Barclays app.

I note Mr W's request to see the technical evidence. But Barclays has shared this particular information with us in confidence to allow us to discharge our investigatory functions. And under our rules, I am able to accept information in confidence where I consider it appropriate, so that only an edited version, summary or description is disclosed to the other party. And here I do consider this appropriate – the exact nature and format of information Barclays collects about payment transactions is potentially commercially sensitive, and it wouldn't be appropriate for me to share the exact details. But I'd like to assure Mr W I've reviewed carefully everything before reaching my decision – and I've provided a summary description of my findings above.

I also don't think the fact that the four other transactions totalling £3,000.10 weren't subsequently charged to Mr W's account changes things. I understand from what Mr W has said that these were showing as pending when he called Barclays on 1 April 2023. Pending card transactions can't necessarily be cancelled. They would appear as pending on the account until the merchant claimed them. Barclays has said that unfortunately it can't comment on why these pending transactions weren't subsequently charged. But I've seen nothing that persuades me the fact these transactions weren't subsequently charged to Mr W's account means that he didn't authorise the transactions I've addressed above.

This means I don't think it's unfair that Barclays debited Mr W's account and hasn't refunded him the funds that left his account that Mr W has disputed.

My provisional decision

For the reasons explained, I'm not intending to uphold this complaint.

Barclays didn't respond to my provisional decision.

Mrs W, on behalf of Mr W, did respond to my provisional decision. I won't repeat everything here, but in summary, she said that:

- Barclays has been unhelpful. It didn't provide an adequate response to their request to see the relevant evidence. They've not seen the device identifiers for the device used for the transactions, and they therefore haven't been given an opportunity to properly dispute Barclays' claims.
- None of their family is tech savvy enough to understand how somebody else could have made these transactions from Mr W's account. But she finds it incredible that no one wants to believe that anybody other than Mr W could have made these payments. In effect, this labels Mr W as a fraudster himself. But Mr W has banked with Barclays for over 15 years, and also holds his mortgage and savings accounts with it. She wouldn't still be disputing things if she didn't believe Mr W didn't make these payments. Does anyone seriously believe Mr W would make multiple payments to third parties not known to him or previously transacted with, and then two days later report them all as fraudulent, going to the trouble to follow all instructions from the Barclays' fraud team in reporting things to the police, changing passwords, and so forth.

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've focused on what I think is the heart of the matter. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

In response to my provisional decision, Mrs W has reiterated her point that they haven't seen the device identifiers for the transactions. But I explained in my provisional decision what the technical evidence from Barclays shows. I also explained that I'm able to accept information in confidence where I consider it appropriate, so that only an edited version, summary or description is disclosed to the other party. I said that here I did consider this appropriate because the exact nature and format of information Barclays collects about payment transactions is potentially commercially sensitive, and it wouldn't be appropriate for me to share the exact details. However, I can reassure Mr W and Mrs W that I've reviewed everything really carefully before reaching my decision. And I provided a summary of the key technical information and what it showed in my provisional decision.

I appreciate that Mrs W has said she finds it incredible that no one wants to believe that anybody other than Mr W could have made these payments. But I have carefully thought about this possibility, taking into account all the evidence and arguments, including everything Mrs W has said about this. I'm afraid in this case, however, for the reasons I've already explained, I am persuaded that it's most likely Mr W did authorise these transactions.

So, whilst I've thought carefully about everything Mrs W has said, I'm not persuaded to depart from the outcome explained in my provisional decision – having reviewed everything again, I've reached the same conclusions as in my provisional decision and for the same reasons.

This means I don't think it's unfair that Barclays debited Mr W's account and hasn't refunded him the funds that left his account that Mr W has disputed.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 June 2024.

Neil Bridge
Ombudsman