

## The complaint

Mr D complains that Barclays Bank UK Plc won't refund payments from his account that he says he didn't make or otherwise authorise.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. On 14 August 2023 Mr D contacted Barclays to report a number of transactions that he'd seen on his account that he didn't recognise. The payments in question took place across a week in August 2023 and totalled around £32,000. Some of the payments were showing as 'pending' at the time of his call.

During this call Barclays explained that they couldn't dispute any pending payments until they had posted to the account. They also went through the relevant payments on the account and asked Mr D to confirm those he'd made and those he didn't recognise. Barclays later went on to investigate Mr D's claim. They held him liable for the payments he was disputing saying they weren't persuaded there was evidence of third-party involvement. Mr D complained and when Barclays maintained their position, he referred his complaint to our service. Our Investigator ultimately didn't recommend that the complaint should be upheld or that Barclays needed to do more. Mr D strongly disagreed and asked for an Ombudsman to review his complaint.

In November 2024 I issued a provisional decision in which I said:

*"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 intending to reach the same outcome as our Investigator and for similar reasons. But as I'm providing a greater level of detail, I think it's appropriate that I give both sides a further opportunity to comment before finalising my decision.*

*All the payments in dispute were authenticated through 'Google Pay'. This had been added to a device on 6 August 2023. Barclays say that one of the ways this can be done is through a request being made from within Barclays Mobile Banking (BMB) and they have evidenced that at the relevant time there was a login from the same device that had been registered with them for a few months. This login came only five minutes before a text message was sent to the phone number linked to Mr D's account containing a One-Time-Passcode (OTP). This OTP was then entered which allowed Mr D's debit card to be added to Google Pay, facilitating the payments that took place.*

*Mr D has said that no-one else had access to his phone and that both it and his BMB were protected by biometrics. Without any evidence of his device being compromised in some way, it's difficult to explain how a third party might have been responsible for this. Even if I were to accept it as a coincidence that Mr D logged into his BMB at precisely the same time someone requested the OTP to add Google Pay through other means, it still doesn't explain how someone else could have obtained the code sent to Mr D's number.*

*During the time period of the disputed payments, there were payments that weren't made through Google Pay and which Mr D hasn't disputed. And during the call reporting what had happened the following exchange took place in relation to two particular payments. The Barclays agent was listing the transactions in chronological order and asking Mr D to confirm them as genuine or otherwise.*

**Barclays:** "So then there's One Stop Caribbean, it's a restaurant."

**Mr D:** "Yeah, yeah that's fine."...

**Barclays:** "Nandos [location omitted] £35."

**Mr D:** "Say again?"

**Barclays:** "Nandos."

**Mr D:** "Nandos is fine, that's mine, that's mine."

*When listening to the call, I don't think the agent is rushing Mr D through the process and she allows him time to answer in relation to each payment. However these two payments, confirmed as genuine on the call only a few days after they were authorised, were made via the Google Pay that Mr D says he had no knowledge of or involvement in.*

*So it does raise the question of why Mr D would accept making some of the Google Pay payments but not others. In response to our Investigator's view which pointed this out, Mr D said something different. In effect he said he made a mistake during the initial call due to the stress and fear of losing such a significant amount of money. He says he regularly goes to Nandos and remained adamant he hadn't used Google Pay for any payments at all. As part of his submissions, Mr D has also provided statements from two of his credit cards, to help illustrate where he was and the payments he was making on those accounts at the relevant time. I've looked at these and none of them show recent spending at either of the restaurants mentioned on the call.*

*And given that call took place only five days after one payment and one day after the other, even taking account of being concerned about a potential loss, I think it's more likely than not that Mr D would have identified the restaurant payments at the time as unauthorised if he hadn't made them. Particularly the payment to Nandos which took place on the 13 August 2023, the day before the call. The fact that he has said different things at different times, makes it difficult for me to place a lot of weight on his testimony as reliable and credible evidence.*

*Mr D has gone to great lengths to gather evidence to try to support his position. This includes car tracking data, evidence of other credit card statements as referenced above and correspondence with Google indicating the account associated with him hadn't had recent activity. I've considered everything he's sent in. And there is some further evidence to support that more than one person might have been involved. An example of this is that two payments were made at the same time in different locations on 11 August 2023 and only one of these was authenticated via Google Pay.*

*But the key question here isn't whether Mr D physically made each payment himself – that clearly would be highly unlikely for payments at the same time in different locations where the card / Google Pay was presented to merchant terminals. This is because the relevant regulations (The Payment Services Regulations 2017, PSRs) only require Mr D to have consented to the payments, not that he physically made them himself. The key consideration therefore is whether Mr D had agreed to the payments leaving his account, even if any payment was physically made by another person.*

*Overall, in order for someone other than Mr D to have been responsible it's most likely this would have required the compromise of his phone security, access to his BMB login details*

*or biometrics. There hasn't been a plausible explanation put forward for how this might have happened. Similarly, the text message that Barclays sent to Mr D's phone on 6 August 2023 said "NEVER SHARE THIS CODE. Enter [\*\*\*\*] in the Google Wallet app to register your Barclays card ending 1014 for Google Pay. Not Expecting this? Contact us." But Mr D didn't respond to this message to question it at the time. His report came on 14 August 2023 after the payments had all been authorised. And whilst not conclusive on its own, if someone had that level of control over Mr D's BMB, they would have had the option of simply transferring the money out, rather than going to the trouble of adding it all to Google Pay and then spending it from there – something that could be viewed as an unnecessary additional step.*

*I accept that this is a balanced case. And I can never know with 100% certainty what has happened. But my role requires that I make my decision based on the balance of probabilities, as to what I think is more likely than not based on the available evidence. And in the circumstances here, given Mr D's changes in testimony (which I accept he has sought to explain) and the weight of the technical evidence from Barclays, I'm not persuaded I can say the outcome Barclays reached was unreasonable or unfair.*

*I appreciate Mr D has also argued that Barclays should have done more to question the payments at the times they were made, as they were unusual compared to how he usually operated his account. But as I'm currently supportive of Barclays conclusion that Mr D authorised these payments, I can't say any failure to intervene would have made a difference here.*

*My provisional decision*

*For the reasons outlined above, but subject to any further information I receive from either Mr D or Barclays Bank UK Plc, I'm not intending to uphold this complaint."*

Barclays responded to say they accepted my provisional decision and had nothing to add. Mr D responded and made some comments which I'll address below.

## **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.

Mr D mentioned that he will end this process without knowing what happened in relation to the payments he is disputing. He says that neither Barclays nor our service have indicated to him how his account was compromised. My role here isn't to explain exactly what has happened or investigate any crime – that would be a matter for the police. All I need to decide is whether the outcome Barclays reached when responding to Mr D's complaint was fair and reasonable given the available evidence and information.

Mr D also re-iterated his point about the phone call I've referenced above. Specifically, that he was stressed and concerned at the loss of so much money from his account, which is why he says he incorrectly confirmed the restaurant payments to be genuine. He also highlights that he asked for the pending transactions to be stopped. I accept Mr D did request for further payments that had not yet posted to the account to be stopped, but this doesn't change my mind as to the outcome of the complaint. Barclays wouldn't have been able to stop those payments at that time, Mr D asking that they be stopped doesn't prove that they weren't authorised, and I maintain that I think it's more likely than not that Mr D would have been able to confirm that he hadn't visited Nandos on the day before his phone call with Barclays took place (or the other restaurant in the days prior to the call).

Mr D doesn't believe I've put enough weight on the location evidence he's provided. I can confirm that evidence has been considered, and I've explained in my provisional decision why it isn't a key factor in my decision. The physical location from which any of the payments were made (including IP address information even if it were available) again doesn't (on its own) answer the question of whether any given payment was consented to and therefore authorised.

He also believes that I've removed responsibility for Barclays not intervening in any of the transactions. I can understand why Mr D raises this particularly as he is coming from the position of him having not been involved in the payments he has disputed. But to make an award, I'd need to be persuaded that any failure was causal to any loss. And in line with what I've explained above, given I'm supportive of the conclusion that Barclays reached, I can't say that is the case here.

Having carefully considered all the points raised by Mr D, I'm not persuaded to deviate from the outcome I reached in my provisional decision. I'm sorry to hear of the impact on him that Mr D has described in relation to this matter. And given his strength of feeling I want to remind him that he is under no obligation to accept my final decision. By not accepting it, it won't be legally binding on either party and he will be free to continue his dispute with Barclays through other means, such as the courts, should he decide to do so. If this is a course of action he intends to take, I'd recommend that he seeks legal advice before doing so.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 January 2025.

Richard Annandale  
**Ombudsman**