

## **The complaint**

Mr K complains that Barclays Bank UK PLC (“Barclays”) won’t refund payments he didn’t make or otherwise authorise.

## **What happened**

The detailed background to this complaint is well-known to the parties and has been previously set out by the investigator. So, I’ll provide an overview and focus on giving my reasons for my decision.

Briefly, the complaint concerns two transactions – online banking payments – totalling just over £33,000 which debited Mr K’s Barclays account in February 2019. Mr K contacted Barclays in June 2022 and said he didn’t recognise the transactions. The bank concluded that there was no evidence of fraud, and the transactions appeared to have been properly authorised.

Our investigator also concluded that there’s no evidence of unauthorised activity on Mr K’s account, given the disputed transactions were made from the same device regularly used by him and, based on what he’d said, there was no point of compromise of his security information.

Mr K didn’t agree with the investigator’s conclusions and asked for an ombudsman’s review.

## **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 recognise that the matter has been ongoing for some time. So, I’d like to start by thanking Mr K and Barclays for their patience while awaiting an outcome from our service.

I’d also like to reassure the parties that although I’ve only briefly summarised the background to this complaint, I have read and considered everything that has been submitted to our service in its entirety.

The dispute here is around whether Mr K authorised these transactions. Where information is unclear or contradictory, my role is to decide what’s *more likely* to have happened, based on the information that is available.

I’ve started by considering what authorisation means under the Payment Services Regulations 2017 (PSRs). These state that the transaction must have been properly authenticated. That’s not in dispute here given Barclays’s records show that Mr K’s security credentials were used to access online banking and his card and PIN were also used to generate a code on a card reader to authenticate the transactions.

But correct authentication isn’t enough to deem the payments authorised; the PSRs make clear that Mr K must also have consented to them. That consent must be given in the form,

and accordance with the procedure, agreed between him and Barclays. In practical terms, that means Mr K consents to a transaction by completing the agreed payment steps, such as logging on to his online banking and using his card and PIN to complete certain online banking transactions.

Mr K also consents if he agrees to let someone else take those payment steps. So, if he shared his security details and allowed someone else to log on to his online banking and use his card and PIN, the transactions they made would still be deemed authorised by Mr K – whether he knew about each transaction in advance.

Barclays's technical evidence shows that the device ID involved in the disputed transactions was also used to make other transactions around the time which Mr K hasn't disputed. That means for an unauthorised third party to make the disputed payments, they would have needed access not just to Mr K's online banking credentials and card and PIN, but also his device.

But Mr K has told us he didn't give access to his card or device to anyone else. He also didn't divulge his personalised security details; he's told us his card PIN and device password weren't written down anywhere and his device was free of any malware or viruses when the transactions happened.

In the circumstances, I can't see how a third party, acting without Mr K's authority, could have gained the level of access needed to make these payments. While I accept it's not impossible that his details were unknowingly compromised somehow, as I've mentioned, what I'm considering here is what's more likely to have happened. In all the circumstances, where multiple security credentials were involved, on balance, I consider it more likely than not that the payments were made by Mr K. And so, while I appreciate that he doesn't recognise the payee or the transactions, I don't think it's unfair of Barclays to hold Mr K liable for the transactions.

Mr K has raised concerns about some of the information he says Barclays gave him during a phone call when he questioned the transactions – details about the IP address and the geolocation involved, and being told that the beneficiary didn't appear on the list of payees which would be the norm when payments are made online. But this isn't relevant to my consideration on whether it's fair for Barclays to hold Mr K liable for the transactions, given I've set out above why I've concluded they were likely authorised.

I appreciate that this outcome will be disappointing for Mr K. But, for the reasons given, I find that Barclays doesn't need to refund the transactions being disputed.

### **My final decision**

For the reasons given, 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 K to accept or reject my decision before 27 May 2025.

Gagandeep Singh  
**Ombudsman**