

The complaint

Mr A complains Barclays Bank UK PLC (“Barclays”) refuses to refund him for transactions on his account he says he didn’t authorise.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr A has complained about disputed transactions on his account between 30 August 2024 and 16 October 2024. He says he didn’t make or authorise any of the transactions in question, and he would like Barclays to refund them.

Barclays says the evidence it has shows the transactions were made using Mr A’s device on the same IP address as other undisputed transactions. It also says the transactions were verified using a one-time passcode (OTP) which was sent to Mr A’s registered number. So, it says it has fairly held him responsible for the transactions in dispute.

Our investigator considered this complaint and felt it was fair for Barclays to hold him responsible for these. Mr A wasn’t happy, so the complaint has been passed to me for a final 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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

When considering what’s fair and reasonable, I’m required to take into account relevant law and regulations; the regulator’s rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Generally speaking, Barclays is required to refund any unauthorised payments made from Mr A’s account. Those rules are set out in the Payment Service Regulations 2017. Mr A has said he didn’t carry out the transactions in dispute. So, I must give my view on whether I think he did.

Barclays has provided evidence to show that the transactions were all completed using Mr A’s debit card details online. After the first lot of transactions Mr A complained to Barclays and it issued him a new card. However, more transactions occurred using the details of the new debit card it sent him. The evidence supplied also shows that Mr A’s email address and

phone number were used when making the payments online. Mr A says he hasn't shared his details with anyone else, neither card had been lost or stolen, and they had both been in his possession during the time the transactions were made.

I've also seen in the evidence supplied by Barclays that some of the transactions in dispute were only processed after an OTP was sent to Mr A's registered phone number and entered in the merchant's website. Mr A says only him, his wife and son have access to his phone, and he had not reported this lost or stolen. I've also seen the number the OTP was sent to, and this is the same number we have on file for Mr A. We don't have evidence of an OTP being completed for every transaction in dispute, but the IP addresses used to make all the disputed transactions match the IP addresses used previously for undisputed transactions. So overall, it seems likely Mr A made these transactions himself.

Mr A is adamant that he didn't make these payments. However, the transactions were made over the course of a few months and using two sets of debit card numbers. There is evidence on Barclay's system that Mr A told it that his son had accidentally made these payments when playing games online. But since then, Mr A denies this. The transactions all seem to be going to cryptocurrency trading companies, so it's possible Mr A was scammed into sending this money with the promise of high returns or was persuaded to download some remote access software for the purpose of investing. But Mr A hasn't told us this and has maintained that he doesn't know how these transactions have happened.

I know this outcome will come as a disappointment to Mr A but overall, I think the evidence suggests that the transactions were completed by Mr A. So, I won't be asking Barclays to refund the transactions in dispute.

My final decision

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 June 2025.

Sienna Mahboobani
Ombudsman