

The complaint

Mr A complains that Barclays Bank UK PLC (Barclays) won't refund transactions made to a third party which I will refer to as "G". This caused Mr A's account to be overdrawn by about £216.82. Mr A wants this amount refunded to him along with compensation for the way Barclays treated him.

What happened

I issued my provisional decision on this complaint on 12 May 2025. An extract from that provisional decision can be found below, which also form part of this decision.

The background to this complaint is well known to both parties, so I won't repeat everything here. In summary, Mr A says there were numerous transactions to G which he says he didn't authorise. Barclays confirmed that they refunded some of them as they didn't do a full investigation (they said this is likely because the amounts were so small). However, they reversed in part the temporary credit they provided Mr A when they completed their investigation as they are persuaded that Mr A authorised the transactions.

Mr A is also unhappy with the level of service Barclays provided.

The investigator concluded that Barclays acted fairly by not refunding Mr A the payments he's disputing. As Mr A disagrees this complaint has passed to me for a decision.

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.

Generally speaking, Barclays is required to refund any unauthorised payments made from Mr A's account, and Mr A should only be responsible for transactions made on his account that he has authorised. Those rules are set out in The Payment Services Regulations 2017. Mr A says he didn't authorise the transactions he's disputed. So, I have to decide whether or not I think Mr A authorised them.

Where there is a dispute about what happened, I have to base my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in light of the evidence.

The transactions Mr A is disputing were made by Google Pay to a third party "G". Mr A accepts that he uses Google Pay but said that he doesn't have an account with G – however Barclays has provided evidence from G showing that an account was set up for Mr A more than a year before the transactions Mr A is disputing occurred. Barclays has also provided evidence showing that Mr A raised a previous dispute about not receiving what he paid for from G. I'm therefore persuaded on balance that Mr A did have an account with G.

Barclays has provided evidence of consistent logins to Mr A's account many of which originate from the same IP address used prior to the disputed transactions. The IP address

relates to a location associated with the internet activity of a device or network. Given the pattern of regular logins to Mr A's account from the same IP address and in the absence of any evidence from Mr A indicating that his account security was compromised – it seems reasonable to conclude that these logins were most likely made by Mr A himself. This login data shows that Mr A was regularly logging into his account around the times the disputed transactions occurred.

When a device is used to make a transaction, such as in this instance, a unique identification number is assigned to the device. Barclays have provided internal notes indicating that the unique identification number associated with the device that completed the disputed transactions matches that used for undisputed transactions. And during his initial call with Barclays Mr A confirmed that nobody else had access to his phone and he hadn't given his phone to anyone else to use. Based on what I've seen I'm satisfied that the same device was used for disputed and undisputed transactions, and I've not been provided with a plausible explanation of how on balance anyone but Mr A could have completed the transactions being disputed.

I can see that Barclays has refunded some of the transactions disputed – this appears to be due to a pragmatic approach at their end, to refund some of the smaller amounts without completing a full investigation. However, after carefully considering all the information given, there isn't enough here to say that the transactions were unauthorised so I'm not asking Barclays to do anything more and refund all the payments to G that Mr A is disputing.

I have also noted that Mr A is unhappy with the way he has been treated by Barclays. Barclays accepts there was a delay (of around two weeks) in them looking into his concerns about the disputed transactions. In recognition of this and the poor service he received they have offered him £50 compensation. Barclays also told Mr A that he could contact them to get details of third parties who might be able to provide financial support. Having reviewed how Barclays has treated Mr A I'm satisfied their £50 offer is fair in the circumstances.

Following my provisional decision Barclays accepted my findings. Mr A does not accept the provisional decision. He says that the unique identifier number associated with the device relates to a type of phone that he does not own.

There's insufficient evidence to confirm that Mr A exclusively used the phone models he mentioned. And my provisional decision included additional reasons why I wasn't persuaded the transactions were unauthorised. For the reasons detailed in my provisional decision which I've already mentioned, which I don't feel I need to repeat here, I don't think there's enough here to say that the transactions were unauthorised.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 24 June 2025.

Sureeni Weerasinghe
Ombudsman