

The complaint

Mr M complains that Starling Bank Limited has declined to reimburse a payment he says he didn't authorise.

What happened

Mr M is disputing a debit card payment of around £400 that took place in March 2024. It was approved in his mobile banking app on his device. Mr M says that his ex-partner took his phone (the device used to approve the payment in his banking app) and so he thinks they likely completed the payment without his consent.

Starling declined to reimburse Mr M on the basis that it had concluded the payment wasn't fraudulent.

When Mr M referred his complaint to our service, the investigator didn't uphold it. In summary they thought Starling had acted fairly in concluding the payment was authorised. They highlighted several inconsistencies between the evidence available and what Mr M had told our service and Starling.

Mr M didn't agree, he reiterated that it could have been his ex-partner who had his device at the time, and that he had been using a new phone to access his account.

As an agreement couldn't be reached, the matter has been passed to me for a decision by an ombudsman.

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.

Having done so, I'm not upholding this complaint for similar reasons to the investigator.

As Mr M wants a refund of a payment that he says he didn't authorise, the relevant law here is the Payment Services Regulations 2017 (PSRs). As a starting point, Mr M is liable for payments that he authorised and (subject to certain exceptions) Starling should reimburse unauthorised payments. Starling has concluded that Mr M authorised the payment.

Where evidence is incomplete or contradictory, I need to make a finding on the balance of probabilities and conclude what I think is more likely than not to have happened on the evidence available.

Mr M says his ex-partner, who he had lived with for several years had possession of his phone at the time of the disputed payment (March 2024) and could have seen him entering his passcodes during this time. They therefore could have used his card information and access to his device to approve the payment without his knowledge.

While this could explain how Mr M's ex-partner would be able to access Mr M's secure information and phone, on the evidence available I'm not persuaded that this is more likely

than not what happened. I'll explain why.

There are a significant number of inconsistencies in what Mr M has told our service and Starling as well as information that conflicts with the technical evidence provided by Starling. These include:

- Mr M says when he moved out, he took nothing with him and his ex-partner kept his phone. He's told us he stopped living with his ex-partner in September 2023 and has also said December 2023 – both of which are months before the disputed payment.
- When our investigator asked how long Mr M's ex-partner had access to his device, he said: *"A day or so ... I cancelled and got a new phone"*.
- Mr M has provided conflicting information about when and if his phone was returned to him. But he has told us that he didn't use this phone again to access his banking app and instead used a new phone of the same make and model. Mr M says he first noticed the disputed payment when he logged into his account using his new device.
- Starling's technical evidence can distinguish between different devices, even if they are the same make and model as they each have a unique device ID. Only one phone was registered and used to access Mr M's account between February 2024 (before the disputed payment took place) and when a new device was added in February 2025 – months after the payment was disputed.
- Mr M has not disputed most of the activity that took place using his device during this time period. This includes a £30 transaction approved in app on the same day as the disputed payment. (I note Mr M now says it's possible this wasn't him either.)
- Mr M has however, raised other claims, including one for an Apple Pay payment in March 2024 and used the chat function to communicate with Starling, including in November 2024.
- So, I think it was reasonable for Starling to conclude that Mr M remained in possession of his device when the payment was made and subsequently.

With the above in mind, I'm not persuaded the information Mr M has provided is reliable in terms of what happened. I understand Mr M has referenced some memory issues, but having had the opportunity to do so, he hasn't expanded on this. On the information available, I think Starling has acted reasonably in concluding the payment was authorised and so I don't think it would be fair to require it to do anything further in the circumstances to settle this claim.

I note that Starling has paid Mr M £25 compensation for customer service issues relating to the claim, this appears to be related to a lack of updates when requested while his claim was being considered. I've seen nothing to suggest that it would be fair to increase this award.

My final decision

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 M to accept or reject my decision before 28 July 2025.

Stephanie Mitchell

Ombudsman