

The complaint

Mr and Mrs J complain that Barclays Bank PLC has declined to reimburse payments they say neither of them authorised.

What happened

As the facts are well known to both parties, I'll summarise them briefly.

Mr and Mrs J are disputing five online card payments made from their joint account in the early hours of 18 September 2024. They say neither of them had any involvement and the payments are unauthorised.

Barclays concluded the payments were authorised on the basis that its records showed that the payments were confirmed in Mrs J's banking app.

When Mr and Mrs J complained to our service, the investigator didn't uphold the complaint. In summary they thought Barclays had fairly concluded the payments were authorised, and as Mr and Mrs J were adamant they had not been scammed, it wasn't clear how a third party could have been involved.

Mr and Mrs J didn't agree. They reiterated that Mrs J wasn't involved in making the payments and referenced recent cyber-attacks on well-known companies. They said they hadn't received a text related to the payment and that her new card was valid from September 2024. The investigator confirmed their findings remained the same.

So, 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've reached the same conclusion as the investigator for similar reasons.

As Mr and Mrs J are saying the disputed payments are unauthorised, the relevant law here is the Payment Services Regulations 2017. The starting point is that Mr and Mrs J are responsible for payments that either of them authorised, and that subject to certain considerations, Barclays should refund unauthorised payments. So, I'll address the issue of whether I think it would be fair to treat the payments as authorised first.

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.

Barclays has provided evidence to show that Mrs J's card details were used to make the online payments and that the payments were also approved in Mrs J's banking app. Barclays records show that her genuine device was used to access her banking app – this is the same device linked to her account since 2021 and used for undisputed activity. The

activity in Mrs J's banking app also appears to have taken place from an IP address previously used by her.

Mrs J says that her device (phone) was with her at home at the time of the disputed activity and that she lives only with Mr J. Mr and Mrs J have also told us that Mr J doesn't have access to Mrs J's phone which is protected with biometrics.

Based on the above, I think it's more likely than not that Mrs J did approve the payments in her banking app.

Mr and Mrs J haven't provided an explanation for why Mrs J may have done this and say that she didn't receive any suspicious contact in the lead up to the payments. They say they've checked her phone history going back to June 2024 and there is nothing suspicious there. Considering the disputed activity, I'm not confident that I have the full picture here. But based on what I've been provided with, I don't think it would be reasonable to require Barclays provide a refund on the basis that Mrs J had been scammed or that a third party had been able to remotely access her device.

I appreciate Mr and Mrs J's concerns about cyber-attacks, how the payments were made, and what they have or haven't seen on Mrs J's phone. But for the reasons explained and based on the evidence available, I think the more likely explanation is that Mrs J approved the payments. And without knowing why she did so, I can't fairly conclude that she didn't consent to the payments.

So, for the reasons I've explained, I think Barclays has acted fairly in holding Mr and Mrs J liable for the disputed payments.

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 J and Mrs J to accept or reject my decision before 14 July 2025.

Stephanie Mitchell
Ombudsman