

The complaint

Mr M complains about the actions of Barclays Bank UK Plc in relation to payments from his account that he says he didn't make or otherwise authorise.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. Mr M disputes a large number of payments that took place on his Barclays account between January and April 2024. Mr M says that an acquaintance of his initially stayed with him in late January 2024. He says this person then financially abused him which included taking control of his finances, stealing his phone and other property and making payments from his account.

He says he was threatened by this person and his associates. He also says that lots of payments were made to gambling websites by this person and that he called Barclays impersonating him. Mr M has described the serious impact this had on his mental health, including instances where he was hospitalised and how it has affected his ability to work.

Mr M believes Barclays should refund him the payments that he didn't make and that they should've picked up on the unusual account activity and have done more. He would also like to be compensated for the impact this has had.

Barclays said that they weren't persuaded this was an instance of fraud and they held Mr M liable for the payments from his account. The matter was referred to our service and was considered by one of our Investigators. She sympathised with Mr M's difficult situation, but she didn't recommend the complaint should be upheld and she didn't recommend that Barclays needed to do more. Mr M doesn't accept this outcome and has asked for an Ombudsman to review his complaint.

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 outcome as our Investigator. I know this will be very disappointing for Mr M, so I'll explain why.

Firstly, I want to set out that our service cannot investigate the crimes perpetrated against Mr M, that is something for the police. My role here is to look at the actions Barclays have taken (and any alleged omissions) and to decide whether they've treated Mr M fairly and reasonably in all the circumstances. Just because Mr M may have been a victim of crime, this doesn't automatically mean that it would be fair for me to require Barclays to provide a refund. Unless there were failures by Barclays which caused the loss (or there is a regulatory or other reason why they should), I can't fairly ask them to make a payment.

So my first consideration is whether Mr M 'authorised' the payments from his account that he is disputing. The relevant regulations here are the Payment Services Regulations 2017 (PSRs). Generally speaking these say that Mr M will only usually be liable for payments he's authorised, and Barclays would generally be responsible for 'unauthorised' payments. Authorisation in this context has two parts, firstly that any payment was correctly authenticated.

Authentication means that the transaction was correctly executed through the agreed process for making such a payment. Amongst the disputed payments are transfers, online card payments and physical in person card payments (principally ATM withdrawals). I think it's more likely than not that all the payments were correctly authenticated. This would have been through the use of chip and PIN for the ATM withdrawals, the card security credentials including the CVV number for online transactions and the agreed process through mobile banking for the transfers. But as our Investigator pointed out, beyond authentication, the second part of authorisation includes whether Mr M 'consented' to the payments being made – which is what I will consider next.

Consent in this context isn't limited to Mr M physically making a payment himself. Indeed, Mr M has provided evidence to support he was in hospital around the times of some of the payments (meaning it is potentially less likely that he physically made them himself). But if another person was acting on his behalf, or with his apparent authority, these could still be considered authorised payments under the PSRs.

Mr M has said slightly different things at different times in relation to the payments in question. And the impact of this is that it does lessen the weight I'm able to place on his testimony as reliable evidence. He initially told Barclays that he allowed the third party to use his card, which was intended as a one-off. But this person then continued to use it. And I've also seen notes of a call from 3 March 2024 in which Mr M specifically mentioned numerous gambling transactions. At that time, he said he didn't want to report them as fraud – saying it was just a dispute between him and someone he lived with.

In April 2025 Mr M told our service that in March 2024, the acquaintance was complaining to him about being unable to get cash from his account. And at around that time, he was receiving texts about the withdrawals that were being made from the account. I agree with our Investigator that although Mr M said his phone was stolen from him, he at least had some access to it around that time (as he's acknowledged receiving text messages). During the same call he also said that the acquaintance threatened him and those close to him to gain his co-operation to use his card / account. And he also said that he'd never initially handed over his card at all, it had been stolen and the threats started when he'd asked for it back. In a further call with our Investigator in June 2025, Mr M then said that he had allowed this person to use his card as a one-off. And he also said he'd never shared or allowed access to his phone or mobile banking.

I appreciate that Mr M may have been in a difficult position and might not have initially felt able to disclose the full situation to Barclays until this person was no longer living at his address. And I can clearly never know with 100% certainty exactly what happened. But, taking account of all the available evidence, I think it's most likely that Mr M at the very least consented (under the meaning in the PSRs) to the third party making the payments they did. And even if that consent was obtained by Mr M being put under duress, under the PSRs that is enough to make them 'authorised' payments. I think it's most likely that Mr M gave consent as he's described he was threatened or otherwise coerced to allow access to his account. Part of my reasoning is also because many of the payments were at a shop that Mr M had used previously. And there is quite a period of time that we're dealing with here, and so I think it's most likely that at least some of the payments were Mr M towards his usual living costs.

Mr M has suggested that Barclays should've sought CCTV evidence, particularly for ATM withdrawals as a part of their investigation. I can understand why Mr M would say this, but this likely isn't something Barclays would've been able to obtain for ATM's that they didn't own. And even if footage had been obtained, showing another person, I don't think this would be conclusive as the question is whether Mr M more likely than not consented to payments, not whether he physically made them himself.

Mr M was also unhappy that Barclays initially refunded some disputed payments, and he says they later re-debited greater amounts. Firstly the terms of Mr M's account with Barclays (which he would've agreed to when opening the account) allow the account to re-debit any temporary refunds that they've given in these circumstances. And based on the statements Barclays have provided, the amount they re-debited is less than the credits applied. So I'm not persuaded they have treated Mr M unfairly in that regard.

Overall, the consequence of all I've said above is that I don't think it was unreasonable for Barclays to treat the payments as authorised under the PSRs and for them not to provide a refund on that basis.

But beyond a strict finding of authorisation under the PSRs, Barclays should also monitor the accounts they provide with a view to protecting their customers from financial harm including from the misappropriation of funds. So, I'll next consider whether there are other reasons why Barclays should've intervened in the account or otherwise have done more at the time.

Mr M has made much of the fact that the online gambling accounts used for the disputed payments included an incorrect spelling of his name. This isn't something that Barclays would've had any visibility of at the time of processing payments to those merchants nor would it have been reasonable for Barclays to request this. So I don't think it is a basis upon which they should've had any concerns. And likewise, for the reasons I've already covered above it doesn't change my mind as to the authorisation of the payments themselves. I also note that the credits received to the account within this time period from gambling was a greater sum than what had been paid out.

I've also considered the more general activity on the account. The amount of money moving through the account wasn't meaningfully different in January and February 2024 compared to the preceding months. But I do accept that there was an increase in the amount moving through the account in March 2024. But looking at this, much of the additional incoming money was from the person Mr M says was abusing him, one of their relatives or from gambling websites. And there isn't anything further in the activity that I'd reasonably expect Barclays to have questioned at the relevant time. It isn't unusual for there to be periods of greater spending in the normal operation of an account over a calendar year. In reaching this finding, I've taken account of the fact that Mr M told Barclays he was vulnerable in March 2024. Even in that context, I still don't think they had reason to suspect that Mr M was at risk of financial harm based on the account activity.

Mr M has also said that the third party impersonated him on calls with Barclays. I've listened to several calls from the relevant time between someone purporting to be Mr M and Barclays. And I've also listened to calls between our Investigator and Mr M and the person on all the calls sounds similar to me. So even if some of these weren't Mr M, I don't think this is something I could criticise Barclays for not identifying at the time.

I also think that even if I'm wrong with what I've said above about Barclays being able to identify that Mr M was in a difficult situation and at risk of financial harm, I still don't think this would make a difference to the outcome of this complaint. If Mr M was being threatened, coerced and controlled in the way he says he was, I don't think he'd have been in a position

to take action on this sooner than he did (presumably with the assistance of the police in removing the third party from his address). So even if Barclays should have challenged and asked relevant questions, firstly there is every chance that this person had enough information about and access to Mr M's phone to have responded and allowed the access to continue. Or if Barclays had spoken to Mr M himself, I think it's more likely than not that he wouldn't have disclosed what was happening sooner than he did (likely under fear of repercussions). So overall I'm not persuaded there is a reasonable basis upon which I could direct Barclays to provide a refund as Mr M would like.

Mr M has also mentioned that he would like to be compensated for distress by Barclays. I've considered this but for the reasons I've set out, I don't think Barclays have treated him unfairly or are responsible for avoidable distress and inconvenience being caused. So I can't fairly ask them to pay compensation.

Again, I'm sorry to hear of the difficult circumstances Mr M has experienced. But because I don't think Barclays need to refund any of the payments or otherwise do more, I'm not upholding this complaint.

My final decision

For the reasons outlined above, 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 11 September 2025.

Richard Annandale
Ombudsman