

The complaint

Mr Q complains that Barclays Bank UK PLC (“Barclays”) debited a transaction amounting to £1,954.71 from his account. Mr Q says that he did not make or otherwise authorise this transaction.

What happened

The details of this complaint are well known to both parties, so I won’t repeat them in detail again here. However, in summary, in July 2024 a transaction debited Mr Q’s account which he says he did not make or otherwise authorise.

The payment went to what appears to be a travel agent and was made using Mr Q’s debit card details. Mr Q says he only became aware of the transaction when he went into a Barclays branch to withdraw some cash to pay his rent. Mr Q says he then called the travel agent and was told there was no booking in his name. Mr Q got in touch with Barclays to dispute the transaction. He said:

- He was a delivery driver and was at work when the transaction took place.
- He had left his debit card and his mobile phone at home where he lived with two other people.
- The transaction was made using an old phone which might not have been passcode protected.
- He had not provided his debit card details to anyone else.

Barclays temporarily credited Mr Q’s account with the disputed amount whilst it looked into his complaint. However, once it had completed its investigation, it re-debited the amount and declined to refund the disputed transaction. Barclays said that there was no evidence to suggest the transaction was fraudulent. Specifically, it said:

- The transaction had been authorised using Mr Q’s registered mobile phone using his Barclays mobile banking passcode.
- Mr Q had said he hadn’t told anyone this passcode. So, it wasn’t possible for anyone other than him to have accessed his mobile banking application to authorise the payment.

Unhappy with Barclays’ response, Mr Q escalated his concerns to our service and one of our investigators looked into things.

Our investigator did not recommend that Mr Q’s complaint be upheld. In summary, they said they couldn’t see how the payment could have been made by someone other than Mr Q, or someone acting on his behalf, as no one else could’ve have known his mobile banking passcode.

Mr Q said he did not agree, as he did not make the transaction. As no agreement could be reached, the case was 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.

Having done so, I have reached the same conclusion as our investigator and for broadly the same reasons. I'll explain why in more detail below.

Generally, Barclays can hold Mr Q liable for the disputed transaction if the evidence suggests that it is more likely than not that he authorised the payment or gave someone else consent to make it on his behalf.

I am satisfied from Barclays' technical evidence that the payment was properly authenticated – that means Mr Q's genuine card details were input to make the transaction and in-app authentication took place. But the regulations relevant to this case say that is not, on its own, enough to enable Barclays to hold Mr Q liable for the transaction now. So, I need to think about whether the evidence suggests that it is more likely than not that Mr Q consented to this transaction being made. Having done so, I think on balance it is most likely that Mr Q authorised the transaction. I'll explain why.

- Mr Q has said he left his debit card at home where at least two other people had access to it. The implication being that either of these people could've accessed his card details and made the transaction. However, I'm not persuaded that this is the most likely scenario. It's unclear how either of these third parties could've also had access to Mr Q's mobile banking passcode.
- I appreciate that Mr Q has said that others had access to his mobile phone but it's unclear how someone else could've gained access to Mr Q's mobile banking passcode in order to authorise the transaction. Mr Q has confirmed that no one knew the passcode other than him.
- Whilst Mr Q has said the passcode to get into his mobile banking might've been something someone could guess, I think it's unlikely that someone relatively unknown to Mr Q could guess a four-digit random number previously unknown to them.
- So, for an unknown third party to have made this transaction, they would have had to gain access to Mr Q's mobile phone and his app, which was protected by a passcode, and his card details. And I haven't seen any evidence that persuades me that someone unknown to Mr Q would've had been able to access all of the above in order to make the transaction without him knowing.
- Furthermore, the disputed transaction takes place on 8 July 2024 but Mr Q didn't report the transaction as fraudulent until 13 August 2024. During the period between 8 July 2024 and 13 August 2024, Mr Q logged into his mobile banking on a number of occasions, including to make at least two mobile banking payments in July 2024. And so, I think he would've been aware of the transactions prior to 13 August 2024 and had the transaction not been made by him, he would've complained about it sooner.
- I don't think it's possible that Mr Q could've logged into his Barclays mobile banking app to make payments in July 2024 and not noticed that a substantial amount of his expected outstanding balance had gone missing.

So, having considered the available evidence, I think the most likely thing that happened here is that Mr Q, or someone acting on his behalf, made this transaction. And so, it follows that it would not be fair and reasonable for me to ask Barclays to refund the disputed transaction now.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 13 November 2025.

Emly Hanley Hayes
Ombudsman