

The complaint

Miss A says Barclays Bank UK PLC (“Barclays”) refuses to refund her for transactions on her account she says she didn’t authorise.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Miss A says several transactions were made on her account by her ex-partner which she didn’t consent to and had no knowledge of. She also says there were some later transactions which she was forced to make by her abusive ex-partner. But Miss A says all the transactions complained about were unauthorised, and she would like Barclays to refund her for these payments.

To be clear, I have only considered the transactions which Miss A has already complained to Barclays about, and which were addressed in the view. These are the 19 transactions made between 3 September and 8 September 2024.

Barclays has refused to refund these transactions on the basis that Miss A informed it that she had given her ex-partner the security information for her accounts and had allowed him to make payments in the past. So, it believed she had given her ex-partner authority to make payments from her account, and so it held her liable for all the transaction on her account.

Our investigator considered this complaint alongside all the evidence supplied. Ultimately, she felt the transactions which were made by Miss A’s ex-partner were likely made with her apparent authority. And the transactions which Miss A says she was forced to make, were still authorised according to the rules that we need to apply under the Payment Services Regulations. Miss A wasn’t happy with this outcome, so the complaint has been passed to me to consider.

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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

When considering what’s fair and reasonable, I’m required to take into account relevant law and regulations; the regulator’s rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there’s a dispute about what happened, and the evidence is incomplete, contradictory, or finely balanced, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Firstly, I would like to say that I am sorry to have learnt that Miss A was in an abusive relationship. The circumstances of which sound terribly distressing. Without intending to diminish how terrible the situation was, I must make my findings with the relevant rules and regulations in mind, while also considering what is fair to both parties.

Generally speaking, Barclays is required to refund any unauthorised payments made from Miss A's account. Those rules are set out in the Payment Service Regulations 2017. However, there are some exceptions to this principle, such as where the payment service user (Miss A) has been grossly negligent with her account security information or has given someone else the apparent authority to use her account.

The evidence presented shows that the transactions were all made online using Miss A's card details. They all also passed through an additional verification step which required the transactions to be confirmed via Miss A's online banking account. This shows that the transactions were authenticated correctly, but also that whoever made these payments had Miss A's debit card details, her phone passcode and her online banking security information. The evidence provided also shows they were all carried out via two different IP addresses - which were both known to the account and used previously to make genuine payments. This means Miss A's device was used to make the payments in the same location she is usually at.

Miss A has provided a lot of information and evidence in support of her complaint. We also received a lot of evidence from Barclays regarding the transactions and the complaint information Miss A provided at the time. As memories fade over time, the most reliable evidence is the technical information about the transactions alongside Miss A's statements from 2024.

Miss A's recent testimony is that her ex-partner made the transactions in dispute without her knowledge and consent. She says she believes he observed her using her phone and making genuine transactions and learnt her phone passcode and online banking information this way. She says he had opened accounts on gambling and gaming websites in her name and used her card and phone to make payments to them without her knowledge or consent.

However, I have also looked at what she said around the time of first reporting the transactions to Barclays, which was immediately after the transactions were made and therefore more reliable. During a call with Barclays on 8 September 2024 immediately after the disputed transactions were made, Miss A said she was on a gaming site, however more transactions were taken out of her account than she had authorised. This suggests she had her phone on her person and was one the site making the payments herself.

During a later call with Barclays on the 9 September 2024 Miss A said she had given her ex-partner her phone, details and apps, and he had made the transactions. This suggests she had given her ex-partner her details previously to make transactions on her account. This is a principle known as "apparent authority", and until it is clearly revoked the person with this authority can make transactions on the account holders' behalf without any further consent needed.

We provided Miss A with recordings of these calls following the initial outcome of her complaint. In response Miss A says she was confused at the time, and she was referring to the information the casino gave her about the accounts he had opened in her name. She also said she was referring to some cryptocurrency investments and hadn't realised her ex-partner was using her card for gaming sites at all. But I am not persuaded by what Miss A has said now. I am not persuaded that this explains why she was telling the bank she had

given her ex-partner her phone and all her details when referring to the payments from her account, whether they were for a crypto currency investment or for something else.

Miss A has also said that she thinks her ex-partner shoulder surfed her when she was entering her online banking information, and then later used that to access her account. While I do think this is possible giving the fact that they were in a relationship at one point and Miss A says he was often at her place. So, I agree it's possible she had been accessing her banking app, and he had seen her doing this. However, I am not still persuaded by this. The evidence from the time by Miss A is that she had allowed him access to her device and her apps. After her claim was denied and brought to our Service, her evidence appears to have changed. There is nothing else I've seen to support what Miss A is now saying, and overall, I am not persuaded her ex-partner obtained her online banking details without her knowledge.

Based on all the evidence I've seen I think there are three possible options here. One is that Miss A carried out the transactions herself. Another option is that she consented to the transactions by making her card and online banking details available to her ex-partner (even if this was done previously). The third option is that her ex-partner forced her to make the transactions against her will.

In practical terms, it doesn't make any difference which of these three options happened here. That is because Miss A is liable whether she carried them out herself; or allowed someone else to do so with her apparent authority. The rules, as laid out in the Payment Services Regulation, also state that even if she was coerced into making the payments or made them under force – this still amounts to her consenting to the transactions, and they are therefore authorised.

I know Miss A is upset that we are unable to ask Barclays to refund her the transactions she was forced to make. She explains that she has been a victim of abuse, and she fears for her safety. While I have deep sympathy for Miss A's situation, I cannot change the rules which I have to apply here. I understand that she is worried about going back to the police, but as many of the allegations Miss A has made are criminal, the police would be best suited to deal with them.

I understand there are more transactions which Miss A now says she didn't authorise. But, as I have outlined above, I have only investigated the transactions which were raised with Barclays and then addressed in the investigator's outcome. If Miss A would like to pursue any other transactions, she will need to get back in touch with us about those separately.

My final decision

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 2 September 2025.

Sienna Mahboobani
Ombudsman