

The complaint

Mr I complains that Barclays Bank UK PLC (“Barclays”) is holding him liable for four transactions totalling £281 which he says he didn’t authorise.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Mr I has said that in December 2023 four transactions together totalling £281 were debited from his Barclays account which he didn’t authorise. Mr I complained to Barclays and they couldn’t reach agreement about things, so Mr I referred his complaint about Barclays to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for a 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’ve decided to uphold this complaint.

The regulations relevant to this case are The Payment Services Regulations 2017. In short, Barclays will generally be liable for unauthorised payments; and a payment out of someone’s account can only be authorised if the payer has consented to it. So, it’s not enough for Barclays to show how these four disputed transactions were authenticated. To decide that Mr I authorised the payments, I’d also need to be persuaded that Mr I most likely consented to them.

In this case I’m not persuaded these transactions were most likely consented to by Mr I because:

- Mr I has said that the four disputed transactions on his Barclays statements on 18 December 2023 to World Remit weren’t authorised by him. World Remit didn’t provide a payment account to Mr I just like Barclays does, but it did provide money transfer services. In this case, according to Mr I, it appears that a third party had accessed his World Remit details to instruct the transfer of money (£281) from his Barclays account to an unknown third party.
- Just because Mr I says this, it doesn’t automatically mean this is what happened of course. However, the information I’ve seen persuades me that Mr I most likely didn’t consent to these transactions. I say this because whilst Barclays has said that there were no attempted transactions after Mr I’s card was blocked, Barclays’ transaction history shows that there were a large number of declined transactions during and after the disputed transactions. This shows a clear attempt to maximise financial gain. Also the Barclays Activity Log shows the IP address(es) from the successful and declined transactions – and these appear to be completely different to the IP addresses from Mr I’s online banking record throughout the month of December 2023. This suggests that they were not made from any of Mr I’s usual

locations. It also appears World Remit (which was the merchant here) is under the impression that these transactions were fraudulent. I can also see that the funds went to a third party that I cannot see Mr I knew. I've also not seen information to persuade me this is a case where Mr I was grossly negligent.

- In response to these points, Barclays argues that World Remit should instead be held responsible. However, I must consider the complaint referred to me which is about Barclays. Irrespective of anything to do with World Remit, I'm still persuaded that Mr I most likely didn't authorise these transactions from his Barclays account. The fact that the funds were then directed on through World Remit money transfer services doesn't change this. I think Barclays can fairly be held responsible for refunding the unauthorised transactions in such circumstances. I've also considered that Mr I has chosen not to pursue his complaint about World Remit further. Ultimately, I must consider the complaint that has been referred to me (not those which haven't been), and for the reasons I've explained, I am satisfied that it would be fair for Barclays to refund to Mr I, with interest, the four disputed transactions totalling £281, on the basis that they were most likely unauthorised.

I've thought about everything Barclays has said but ultimately I haven't found its arguments persuasive and they haven't changed my mind.

My final decision

For the reasons explained, I uphold this complaint and I direct Barclays Bank UK PLC to pay Mr I £281 plus interest on this amount calculated at 8% simple per year from 18 December 2023 to the date of settlement. If Barclays deducts tax from this interest, it should send Mr I the appropriate tax deduction certificate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 3 October 2025.

Neil Bridge
Ombudsman