

The complaint

Miss A complains Barclays Bank UK PLC (“Barclays”) refuses to refund her for transactions on her account she says she didn’t authorise. She also complains it closed her account without sufficient notice, which caused her financial distress.

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 she was asleep at home when a friend used her phone and debit card without her consent to make unauthorised transactions on her account. The transactions in dispute occurred in the morning of 29 March 2025 and totalled £7,000. Miss A says she didn’t give her friend consent to make these transactions, and so Barclays should refund them as unauthorised.

Miss A is also unhappy that Barclays closed her account without giving her enough time to open a new account, and this meant that she was unable to receive some essential incoming credit. This caused her financial difficulty as well as additional distress and inconvenience. She would like compensation for this.

Barclays considered Miss A’s complaint but ultimately decided to hold her liable for the transactions in dispute. It pointed out that Miss A had logged into her online banking during the series of disputed transactions but made no attempt to block her card or complain to Barclays about what was happening at the time. So, it concluded that she must have been aware and authorised her friend to make these payments on her account. It did agree that it should’ve given Miss A more notice before closing her account, and for that it awarded her £100 compensation.

Our investigator considered this complaint and felt that it wouldn’t be fair to uphold it. Miss A wasn’t happy with this outcome, so the complaint has been 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.

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 or contradictory, 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.

Barclays has provided evidence to show the disputed transactions were all completed online using Miss A’s card details. This would usually require the long card number, the expiry date,

CVV number and her postal address. So, whoever completed these transactions had access to this information. Miss A has explained that she was asleep, and her friend took her card without her consent. And in any event, there are many ways in which someone's card details can be compromised so this usually isn't enough to conclude the transactions were authorised.

Barclays also provide evidence that the transactions were passed through additional verification where an OTP was sent to the registered phone number and then used on the merchant's website to confirm the transactions were genuine. Barclays has explained that this would've only been sent to the phone number already registered on her banking account. Initially Miss A told Barclays that she thinks her friend would've been able to see the OTP on her phone even while it was locked. But when complaining to our Service she explained that she often let her child watch videos on her phone, and she thinks her friend used this as an opportunity to obtain the OTP's. Miss A's inconsistency makes it difficult for me to rely on what she has said here. Ultimately, I wasn't present when these events took place, so I must consider the surrounding evidence from the time to come to a conclusion on what I think is more likely to have happened.

The evidence supplied shows Miss A's online banking account was logged into during the series of disputed transactions. Barclays online banking requires her security information, such as her online passcode or memorable word, which is her responsibility to keep secure. Or, if set-up, her biometrics could be used. However, Miss A's testimony is that she was asleep at the time, and she had no knowledge the transactions were taking place. Our investigator also highlighted this evidence in his outcome, but Miss A has not responded with any plausible evidence of how her friend could've logged into her online banking without her consent. And in the absence of evidence to show how someone else did this, I think it's likely Miss A was logging into her online banking herself. Which means she was awake at the time and therefore, aware the transactions were being made on her account.

Overall, I have considered the evidence provided by both parties, and in this case, I can't be sure of what happened. But my role it is to come to a decision, based on the evidence, on what I think is more likely to have happened. As Miss A's online banking was logged onto during the transactions, and there is evidence of other significant transactions of the same nature both before and after the transactions in question, I think it is likely that Miss A also authorised these transactions. I've also seen that Miss A's online banking was logged into many times that same day to check the balance and make transfers, however, she didn't raise a complaint about the disputed payments until 1 April 2025.

Miss A is unhappy that Barclays closed her account without adequate notice. However, Barclays upheld her complaint on this point and paid her £100 compensation. I agree that Barclays could've given Miss A more time to get her finances in order before closing the account, but they were within their rights to do so as per the terms and conditions of her account. Barclays wrote to Miss A providing information as to how she could access her money or direct it to move her funds to another provider. I appreciate this would've been inconvenient for her, but I think the £100 paid is sufficient compensation. And I haven't seen any evidence that she lost out financially as a result of this. So, I think the amount awarded for the inconvenience caused is fair.

My final decision

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 17 October 2025.

Sienna Mahboobani
Ombudsman