

## **The complaint**

Mrs G and Mr G complain that Barclays Bank UK PLC are holding them responsible for a payment they say they didn't make or allow anyone else to make.

Mr G has been the main complainant here, so I'll only refer to him in the decision.

## **What happened**

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, a payment to a merchant of £242.04 was set up on 18 November 2024 to debit the account on 03 December 2024 which Mr G says he didn't authorise. He raised this with Barclays who completed an investigation but found that it was likely Mr G who authorised it. Unhappy with that response Mr G brought his complaint to this service.

Our Investigator didn't think Barclays should have to refund the payment. But he did say that Barclays could've handled the situation better and should've reasonably reached out to the administrator of the merchant to see if the payment could've been recovered. So, our Investigator felt Barclays should pay £50 compensation for the distress and inconvenience.

Mr G didn't agree with the Investigator and asked for an Ombudsman's review. He said he didn't authorise or give any third-party permission to pay the merchant the disputed amount. He also raised a further issue with Barclays failing to block a debit card he had asked to be cancelled following the complaint he had made.

Barclays didn't agree with our Investigator. It didn't think it was reasonable to expect it to reach out to the administrator here.

## **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.

But first, I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I've not addressed; it isn't because I've ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

Mr G has raised an additional point about the cancellation of his card and the communication he had with Barclays at the time but because he hasn't complained to Barclays and given it an opportunity to respond to that point, that would need to be dealt with as a new complaint. I can't consider that point in this decision.

A consumer should only be responsible for transactions made from their account that they've authorised themselves. Mr G has said he didn't give any permission for the transactions in dispute to be made but Barclays believes he did. My role then is to give a view on whether I think Mr G more likely than not authorised the transaction, based on the evidence I have available.

For a payment to be authorised, Barclays must show that it was authenticated correctly and why it thinks Mr G consented to it. Here Mr G has said that no one else has biometrics registered on his device, it has never been out of his possession and his online banking details are safe – which only himself and his wife have access to. Barclays has shown the payment was set up using Mr G's registered device which was accessed via touch ID.

Mr G has confirmed that he received a bill from another merchant close to the same time for the same amount. And the disputed payment here was set up to be made in line with that other bill. So, after considering all the evidence I'm satisfied this payment was authorised by Mr G – but that he likely made a mistake and paid the wrong merchant.

So, I don't think I can reasonably ask Barclays to refund the disputed amount here for the same reasons our Investigator has already explained.

However, I'm satisfied our Investigator reasonably pointed out to Barclays that it would've been reasonable here to try and recall the payment on a best endeavours basis when he made the complaint and told it that the merchant was now in liquidation. Barclays didn't attempt to recall the payment (because it says Mr G didn't ask it to and it couldn't have known when the disputed payment was originally raised whether it had been made in error at that point) which I don't think was fair in all the circumstances here. I think from the testimony of Mr G, and the technical evidence Barclays had available to it, it could've attempted the recall for its customer here to see if the payment could've been retrieved because it's clear on balance a mistake was made by Mr G and that the payment wasn't sent to the correct merchant.

The Payment Services Regulations (PSRs) which explain the timeframes for Barclays to raise and then communicate the outcome to Mr G are clear and because the recall was never raised then Barclays didn't meet those deadlines. Barclays told Mr G that the best way to recover the money was to contact the liquidator but didn't provide any of the details to him as well.

I note our Investigator did reach out to the liquidator here but didn't receive a response. As a result, although Barclays could've reasonably reached out to the liquidator here on a best endeavours basis, I don't think that means it should refund the payment as I don't think it was more likely than not it would've received a response nor would the payment have been recovered. I appreciate the points Mr G has made about Barclays failure to proactively ask for a recall but that doesn't mean the payment would've been recovered.

So, I think the fairest way to resolve the complaint is for Barclays to pay Mr G £50 compensation for not raising an attempt to recall the payment here.

I make no further award against Barclays.

### **My final decision**

My final decision is that I uphold the complaint in part. Barclays Bank UK PLC should pay Mrs G and Mr G £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to

accept or reject my decision before 6 March 2026.

Mark Dobson  
**Ombudsman**