

The complaint

Mr W complains Starling Bank Limited won't refund transactions made from his account which he says he didn't make or authorise.

What happened

On 13 March 2025, Mr W reported several transactions to Starling as fraudulent totalling just under £9,000. I've set out the relevant transactions, including declined transactions, below.

Payment	Date and time	Amount	Approved/Declined
1	13 March 2025 – 3.55am	£980	Approved
2	13 March 2025 – 5.06am	£6,998	Declined
3	13 March 2025 - 5.06am	£4,980	Declined
4	13 March 2025 – 5.07	£1,980	Approved
5	13 March 2025 –5.11am	£2,970	Declined
6	13 March 2025 – 5.11am	£1,970	Declined
7	13 March 2025 –6.41am	£2,540	Declined
8	13 March 2025 – 6.42am	£1,970	Approved
9	13 March 2025 – 7.01am	£1,985	Approved
10	13 March 2025 – 7.52am	£2,518.70	Declined
11	13 March 2025 – 7.52am	£1,986.22	Approved
12	13 March 2025 – 7.56am	£1,986.22	Declined
13	13 March 2025 – 7.57am	£1,639.69	Declined

Starling looked into the transactions but said it wouldn't refund them because it said Mr W had authorised the transactions. Following a complaint, Starling still refused to refund the transactions. So, Mr W referred his complaint to our service.

An Investigator considered the circumstances. He said, in summary, that while he felt Mr W had authorised the transactions, Starling should have intervened in some of the payments. And had Starling done so, it would've prevented some of Mr W's loss.

Mr W said he accepted Investigator's findings. Starling didn't accept the Investigator's findings; it maintained that Mr W authorised the payments and should be held liable for them.

As Starling didn't agree, the complaint's been passed to me to decide.

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 think it's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This

isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Disputed transactions

Under the Payment Services Regulations 2017 ("PSRs"), generally, Starling can hold Mr W responsible for transactions he made or authorised.

Starling has provided evidence that all the disputed transactions were made using ApplePay on Mr W's registered device. The technical evidence shows the Apple wallet used to make the disputed transactions had been set up on 8 March 2025, which ties in with what Mr W has told us about getting a new phone very shortly before the transactions took place. So, I'm satisfied the transactions were made from Mr W's own device.

Mr W has told us that he didn't make or authorise these transactions. He's told us his phone is protected by a passcode and biometrics and was never out of his possession. And he told us he had made some transactions in the location where the disputed transactions had taken place. He says he thought they were legitimate transactions but later realised larger amounts had been taken, and he suspects his drink was spiked as he remembers very little of the events in question.

For the transactions to have been made without Mr W's consent, an unauthorised party would have needed to take Mr W's phone, obtain either the passcode or biometric access to it to make the disputed transactions and then have returned the device to him – all without him noticing. Mr W says he made some transactions in the location of the disputed transactions – but then has disputed all of them based on the amounts. And he says his phone was never out of his possession. Based on what Mr W's told us, I find it more likely than not that the transactions were authorised albeit for larger amounts than he was expecting.

Our Investigator accepted that Mr W had likely been targeted by scammers, and the amounts had been over-inflated without him knowing, but Starling didn't agree. However, I don't think this makes a difference to the overall outcome of this complaint. Either way, authorisation for the purposes of the PSRs doesn't require Mr W to have been aware at the time of the specific amounts or remember now what he was authorising. Even if Mr W was under the influence of something, and/or was being tricked into authorising payments, he would remain responsible for them if he completed the transactions himself – which I'm persuaded he did.

Overall, I find it more likely than not Mr W authorised the disputed transactions, albeit he may not have been fully aware of what he was doing, how much he was being charged and was more likely than not being tricked in some way.

Should Starling have intervened?

Generally, financial businesses should follow their customers' instructions in relation to legitimate payments and, as I've already explained, I've found Mr W did instruct Starling to make these payments. However, there are some situations in which a bank should reasonably have looked more at their customers' payments before allowing them to proceed. So, I've also considered whether Starling should have intervened in any of these payments. Starling did block some of the attempted transactions during the disputed period. These payments were blocked because they exceeded the transaction limits on the account. But Starling didn't block any transactions and then contact Mr W about them.

I've considered the usual account activity on Mr W's account. Though he occasionally makes larger payments, this isn't very often and almost never by debit card. Having considered the pattern of transactions, particularly the amounts and frequency, I find it was out of character for Mr W to have made about £9,000 worth of card payments from his account in approximately four hours. So, I think the attempted payment of £6,998 should have prompted an intervention from Starling.

Though I've concluded the payments were authorised, had Starling intervened in this payment either by blocking Mr W's card or attempting to contact him, I think this would have prevented further transactions from taking place. Either because Starling wouldn't have been able to reach Mr W, or because if it had, his attention would have been drawn to the size of payments he was making.

I'm aware Starling don't agree that it should refund any of the disputed transactions on the basis they were authorised. But as I've found Starling's intervention would more likely than not prevented have some of Mr W's loss, I think it's fair and reasonable that Starling refunds some of the payments.

Contributory negligence

I've gone on to consider the actions of all the parties involved in these transactions. There's a general principle that consumers are responsible for their actions. So, I've considered whether that means Mr W should take some responsibility for the transactions in this particular case.

I can't say exactly what happened when Mr W was making the payments. I'm satisfied he authorised them and that he was probably tricked or distracted in some way. But I'm persuaded he was more likely than not involved in the transactions. That may have involved alcohol or other substances, though there's little evidence to confirm what was happening – since Mr W says he can't remember much from the night in question.

But I consider it fair and reasonable to take Mr W's own actions and involvement into account, and this leads to a reduction in the redress Starling ought to pay. I think a deduction of 50% for contributory negligence is appropriate in the circumstances.

Account closure

Finally, I'm aware that Starling has recently taken the decision to close Mr W's accounts. If Mr W is unhappy with this, he will need to raise the matter with Starling in the first instance.

My final decision

For the reasons I've explained, I uphold this complaint.

To put things right, I require Starling Bank Limited to:

- Refund 50% of the successful payments from payment 2 (above) onwards.
- Starling should pay 8% per year simple interest on the refund amount from the date it debited the account until the date of settlement. If Starling considers it's obliged to remove tax from this interest, it should tell Mr W how much it has taken off. Starling should give Mr W a certificate showing how much tax is taken off, if he asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 5 January 2026.

Eleanor Rippengale
Ombudsman