

The complaint

Mr S complains that Barclays Bank UK PLC refused to refund unauthorised transactions carried out from his account.

What happened

Mr S has an account with Barclays.

In the early hours of 22 December 2024 Mr S advises he was returning home via a taxi when he stopped off at a newsagent. On returning to the taxi Mr S explained he noticed that his phone was missing, which he immediately reported to his phone provider, insurance company and his banking providers.

Unfortunately, prior to Mr S reporting it to Barclays and his other banks a large amount of funds were moved between Mr S's accounts before being sent to an individual in Pakistan. In total Mr S is complaining that just over £8,500 was sent from his Barclays account to a money remittance service, I'll call R and then accessed by the fraudsters.

Mr S raised a claim with Barclays, but Barclays advised they wouldn't be refunding the disputed transactions as they couldn't find any evidence of fraud. Mr S didn't agree so brought his complaint to our service.

One of our Investigators considered Mr S's complaint but didn't uphold it. They thought that the timeline Mr S provided didn't fit with when the disputed transactions occurred, they couldn't explain how the transactions were authenticated without Mr S's knowledge and they were satisfied the funds went to and were transferred out of Mr S's account with R.

Mr S didn't agree. He argued that the funds didn't go to his account with R and he'd provide a legal document to support this from his lawyers. Mr S initially advised this would be provided by 27 February 2026, then 14 March 2026. However, no documents have been supplied to our service, so I've proceeded to issue a decision based on the information we already have on file.

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've seen evidence which shows the disputed transactions were authenticated via Mr S's mobile banking application on a registered device, including approval via two factor authentication within Mr S's application. But the relevant regulations, the Payment Service Regulations (PSRs) 2017, say this isn't enough on its own for Barclays to hold Mr S liable. They also need to show on balance that Mr S authorised the disputed payments. I'm satisfied it's fair for them to conclude this, I say that because:

Mr S has explained that he lost his phone during a taxi ride in the early hours of the morning of 22 December 2024. Mr S has shared evidence of the taxi ride he took, plus reporting his

phone to his mobile phone network and insurance company – I don't doubt based on this evidence that he did indeed lose his phone. But I'm afraid, from the evidence Mr S has shared the taxi ride took place *after* all the disputed transactions were completed. The disputed transactions were carried out between 2am and 3am on 22 December 2024, however Mr S's taxi ride didn't start until 3:30am. For this reason, I can't conclude that the loss of Mr S's phone led to a fraudster gaining access to his device and carrying out the disputed payments.

Even if I accept that Mr S's phone was lost *prior* to the disputed transactions, for a fraudster to make the payments they'd first need to access Mr S's device. Which he's advised our service was secured via either biometrics or a passcode. Then gain access, via additional passcodes, to both Mr S's mobile banking application to approve the payments to R *and* his account with R. Mr S has confirmed that nobody else had biometrics stored on his device nor has he shared his passcodes with anyone. I'm afraid I don't find a fraudster guessing passcodes for his phone and both accounts as the most likely explanation.

Mr S's main pushback to our Investigator's view was his argument that the payments made via Barclays didn't go to *his* account with R but instead were sent to a different R account. I'm afraid I don't agree with this assessment of the evidence. I say this as I've seen information shared by R which shows the payments were received into Mr S's account with R, then they were all transferred on to the same payee based in Pakistan.

I understand Mr S will find this disappointing but for the reasons I've outlined above I'm satisfied it's fair for Barclays to conclude Mr S authorised the payments, it follows I think it's fair for them to hold him liable. And I won't be asking them to do anything further.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 May 2026.

Jeff Burch
Ombudsman