

The complaint

Mr C complains that Barclays Bank UK PLC (“Barclays Bank”) is holding him liable for transactions he says he did not consent to. Mr C also complains about his name changing on his Barclays Bank account.

What happened

The circumstances of this complaint are well known to both parties, so I will not repeat them all again here in detail. But I will provide an overview of events below.

In July 2022, Mr C’s name on his account with Barclays Bank was changed. Thereafter, several payments were made from the account using Mr C’s debit card. Mr C argues that he neither consented to the account name change nor the transactions. Mr C brought this matter to Barclays Bank’s attention. Unhappy with its response, Mr C raised a complaint which he referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mr C did not accept the investigator’s findings, this matter has been passed to me to make a decision.

What I have 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 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 have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

In my judgment, I find, on balance, that Mr C either changed the name on his Barclays Bank account himself; or provided authority to a third-party to do so on his behalf. I also find, on balance, that Mr C either made the disputed transactions concerned himself; or provided authority to a third-party to do so on his behalf. I will set out my reasoning below.

On 27 July 2022, Mr C’s name on his Barclays Bank account was changed. This occurred in-branch. Barclays Bank says a deed poll was provided – which was certified by a solicitor – to process the name change. I have seen evidence supporting this. Barclays Bank also says that Mr C’s debit card and PIN code would have been required to process the name change, which I have no reason to doubt.

Mr C’s position, broadly, is that he did not change his name on his Barclays Bank account. He also does not appear to suggest he provided authority to a third-party to do this on his behalf. Mr C also asserts he lost his debit card.

I have difficulty accepting Mr C’s position. I say this because I have not seen any satisfactory evidence explaining how a third-party knew Mr C’s PIN code to be able to

process the name change in-branch. Mr C says, amongst other things, *"I didn't know the pin myself so it wasn't wrote down I never used it at a shop or anything like."*

Without any satisfactory evidence explaining how Mr C's PIN code was compromised: I am persuaded, on balance, that Mr C completed the name change process himself; or provided authority to a third-party to do so on his behalf.

Based on the evidence before me, I am satisfied that the disputed transactions in question were authenticated. So, I must now consider whether Mr C consented to them. That is, whether he made the transactions himself or provided authority to a third-party to make them on his behalf. If I am satisfied that either of these two scenarios apply, then it would be deemed that Mr C authorised the payments under the Payment Service Regulations 2017, and therefore he would be liable for them. If, however, I am satisfied that a third-party made these payments without Mr C's consent – then he would not be liable for them, as they would be considered unauthorised payments.

Based on the evidence before me, it appears as if all the disputed transactions were card payments. From what I can see, some of the payments required Mr C's PIN code to be processed. However, as I have set out above, I have not seen any satisfactory evidence to explain how Mr C's PIN code could have been compromised.

Notwithstanding the above, there are additional points in this matter which, to my mind, casts doubt on the proposition that the account name change and disputed transactions – were done without Mr C's consent.

Mr C has not said when he lost his debit card. Although I think it is safe to assume that he is suggesting this occurred around the time of the account name change, as the debit card was required to complete this process.

The difficulty I have with this is – why would an opportunistic fraudster take this course of action? That is to say, if the fraudster had Mr C's debit card, knew the associated PIN code – why would they take further risk by going into branch and changing Mr C's name on his account? In my experience dealing with fraud complaints, this behaviour is not indicative of what I would expect from an opportunistic fraudster – particularly given there is nothing to suggest the alleged fraudster benefited from this name change.

I can see that a new debit card associated with Mr C's account was requested, and then dispatched to Mr C's address on 28 July 2022 (the day after the account name change). Again, like my above points, I find it difficult to understand – if Mr C's submissions are to be believed – why an opportunistic fraudster would do this? Particularly given the fact that the new card was never used; only Mr C's original debit card to make the disputed transactions concerned. Moreover, as the investigator in this matter highlighted in her findings, taking such action increased the chances of the fraud being discovered – again, something not indicative of an opportunistic fraudster.

I note Mr C has made reference to obtaining CCTV footage. However, given my reasoning above, I do not need to take this point further.

Taking all the above points together - I find, on balance, that Mr C either changed the name on his Barclays Bank account himself; or provided authority to a third-party to do so on his behalf. I also find, on balance, that Mr C either made the disputed transactions concerned himself; or provided authority to a third-party to do so on his behalf. Therefore, I will not be asking Barclays Bank to do anything further in the circumstances of this complaint.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 November 2023.

Tony Massiah
Ombudsman