

## **Complaint**

Mr L is unhappy that Barclays Bank UK PLC hasn't refunded 54 payments made from his account that he says he didn't authorise.

## **Background**

The background to this complaint is known to the parties so I don't intend to set it out in full here. Briefly, Mr L says that in October 2022 there were 54 transactions debited from his account. Each was a payment to Apple and made in connection with his Apple ID. He says that he didn't make any of these payments.

Barclays didn't agree to refund them. It concluded that Mr L authorised them and it also chose to close his account. Mr L wasn't happy with the response from Barclays and so he referred his complaint to this service. It was looked at by an Investigator who didn't uphold it. Mr L disagreed with the Investigator's opinion and so the complaint has been passed to me to consider and come to a final decision.

## **Findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The basic position is that Barclays can hold Mr L liable for the disputed payments if the evidence suggests that it's more likely than not that he made them or authorised them. Mr L says that he didn't. I can't know for certain what happened here, so I have to reach my conclusion on the balance of probabilities – that is, is it more likely than not that he did authorise the transactions in light of the evidence?

The technical evidence provided by Barclays suggests that his card details were associated with his Apple ID at the time of the first disputed transaction. The later ones were made using the stored card details. Barclays has also shown that several of these transactions were paused and only processed when someone logged into Mr L's mobile banking app to confirm that they had genuinely been made.

Mr L's mobile banking app is associated with a specific mobile device that has been assigned a unique identifier in Barclays' system. Its records indicate that the same device had been associated with his account for around a year before the disputed transactions took place. In addition to that, Mr L confirmed to our Investigator that his mobile device was in his possession throughout this period and that it is secured using biometric authentication.

In view of that, I'm afraid I can't see a plausible explanation as to how these payments could've been made without Mr L's involvement. Although a third party could've obtained his card details, I don't find it plausible that they could also have compromised the security of his mobile device without his knowledge given that he says he didn't share his passcode with anyone. Similarly, I don't think it's likely they could also have compromised the password protection for his Apple ID, nor is it clear why a third-party fraudster would want to do so.

I understand how strongly Mr L feels about his case and how disappointed he will be with my decision. However, my decision has to be informed by the evidence and that suggests it's more likely than not that these transactions were carried out with his knowledge or his agreement. For that reason, I'm satisfied it's fair and reasonable for Barclays to hold him liable for them.

### **Final decision**

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 31 August 2023.

James Kimmitt  
**Ombudsman**