

The complaint

Mr M has complained that Barclays Bank UK Plc wrongly refused to refund him several disputed transactions from his Barclays' Euro account and his Barclays current account.

What happened

Mr M said that on 17 October 2022 he made a transfer from his Barclay's current account to an internet only bank account as he was due to travel for work in mainland Europe and he always used this account when travelling.

The next day as he was packing and getting ready to go to the airport, he noticed a payment into his Barclays current account which he knew nothing about and then payments from his Barclays current account to the internet only account.

Mr M said he called Barclays on the way to the airport and initially Barclays were unable to clarify from which account the payment into Mr M's current account was made. Eventually it transpired it was from Mr M's euro only Barclays account.

Mr M is adamant he didn't make these transactions bar the one for £1,000 on 17 October 2022.

Barclays ultimately said that as these disputed transactions were authorised by devices registered to Mr M's accounts there was no point of compromise and therefore it would not be refunding them.

So, Mr M brought his complaint to us. The investigator was of the view that Barclays hadn't done anything wrong. Mr M disagreed so his complaint has 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.

Having done so I'm not upholding this complaint. I'll now explain why.

I am also dealing with Mr M's complaint against this internet only bank account which will be dealt with separately. So, this decision merely concerns Mr M's accounts with Barclays. The transactions at issue are the following but please note there does appear to be roughly an hour's time difference with some of the transactions possibly due to the difference between UK time and that on mainland Europe.

Time	Method	Amount	From	To	IP address	Device
14:21:08	Online	10,000 Euro	Barclays Euro	Barclays current	available	Windows computer

						Chrome 106.0 (windows 10)
14:21:36	Online	£3,768	Barclays current	Internet Bank	available and the same as above	Windows Computer Chrome 106.0 (windows 10)
14:43	Mobile	£8,482.52	Barclays current	Internet bank	available but a different one to both above.	Mobile Phone iPhone 15.2

Under the Payment Service Regulations (PSR's) Barclays is under a duty to pay authorised transactions. Authorisation and consent under the PSR's are a formal requirement.

'A payment transaction is to be regarded as having been authorised by the payer if the payer has given its consent to the execution of the payment transaction or series of payment transactions of which that payment transaction forms a part.'

'Such consent must be given in the form, and in accordance with the procedure agreed between the payer and its payment service provider.'

What this means for Mr M is that these transactions had to have been done by devices registered to his accounts or by logins into online banking which were then appropriately authorised. Both investigators shared the relevant information they were permitted to share with Mr M showing that all the relevant procedures were done using devices registered to Mr M's account to include using the appropriate FaceID and indeed the appropriate two factor authentication requirement for the online banking. And I don't consider it appropriate to repeat this here given our decisions are published.

This shows me that there was no point of compromise in the above transactions which showed me that someone other than Mr M using his phone or computer with the correct login details and card details was doing these transactions. Given Mr M would have only known the passcodes, had not lost his phone and indeed hadn't lost his card which was necessary for the PINsentry logins when required too, there is nothing to show that someone other than him was making these transactions.

Further Mr M essentially has no loss here as the transactions were from and to accounts in his own name. Any ostensible loss didn't happen with these transactions.

Mr M also complained about the service he received from Barclays throughout all of this. And I have listened to the various call recordings too, many of which did not show Barclays up in a positive light. Barclays admitted its service was poor and offered to pay Mr M £240 compensation for this. I consider this is broadly fair and in line with what I would have required Barclays to pay had it not offered it itself. I am unsure whether Mr M contacted Barclays as he was requested to do in the final response letter to accept this compensation. And obviously that is a matter for Mr M to decide. But it's my view that this compensation is reasonable.

My final decision

So, for these reasons it's my final decision that I don't uphold this complaint, save that I think it's appropriate that Barclays pays Mr M the offered compensation if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or

reject my decision before 29 September 2023.

Rona Doyle
Ombudsman