

## **The complaint**

Miss N has complained Barclays Bank UK PLC won't refund her for online transactions she didn't make.

## **What happened**

In February and March 2023 Miss N lost her mobile phone and got replacements. Her new mobile was registered to her Barclays account in March after her second phone loss.

Miss N was away for a weekend with friends in April. The following day, Miss N realised £4,205 was missing from her Barclays savings account and asked Barclays to refund her.

They wouldn't agree to do so. Their evidence showed a new payee had been set up and the payments were all made using her current mobile device.

Miss N brought her complaint to the ombudsman service. Our investigator reviewed the evidence but felt this showed Miss N authorised the payments.

Miss N still disagreed and asked for her complaint to be reviewed by an ombudsman. She said she'd not been previously aware that it was possible to make payments to another account from her savings account.

## **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've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Miss N's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves. Other factors do apply but nothing else specific in Miss N's case other than those factors I mention below.

So to help me decide what happened, I've looked at the evidence of the transactions, as well as what Barclays and Miss N have told us.

I believe the evidence shows Miss N authorised the online transactions. I say this because:

- Four payments were made from Miss N's Barclays savings account totalling £4,205.

The first payment was for only £5 which suggests someone was being careful to ensure money was going to the right account. I think it's less likely this would be the case if an unknown fraudster was making these transactions.

- The audit records provided to our service by Barclays indicate the mobile device used was registered to Miss N's account, had been used previously to access her account and was used subsequently. I can see other transactions which have not been disputed were made before 16 April on this device ID. Miss N has suggested this could have been her stolen mobile but the ID for the device shows this was the device Miss N registered in March 2023 after her second mobile was lost.
- The IP address related to the disputed transactions mirror an IP address Miss N used both before and after these transactions.
- Miss N has confirmed she had her mobile with her over the weekend these transactions were made.
- Miss N has provided us with evidence of her subsequently being a victim of ID fraud with a false credit application made in her name. Luckily the credit provider was alert to this. She believes this shows the disputed transactions were also done by a fraudster but I don't believe this is the case. The ID fraud, however, may be linked to her missing phones. I find the evidence supplied by Barclays convincing.
- Barclays did look into where the money had gone. I believe there was no money left in the recipient account other than a minimal amount.

I am always wary of believing the customer must have made the transaction in the absence of any other explanation, but in this case I've been presented with no reason why this didn't happen. The evidence points to Miss N making and authorising these payments herself.

Whether Miss N regretted making these payments, I don't know. However I won't be asking Barclays to do anything further.

### **My final decision**

For the reasons given, my final decision is not to uphold Miss N's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 5 December 2023.

Sandra Quinn  
**Ombudsman**