

## **The complaint**

Mr M complains Barclays Bank UK PLC (“Barclays”) has denied his refund for transactions on his account he says he didn’t authorise.

## **What happened**

Mr M says five transactions were made on his account between 1 December 2023 and 30 January 2024 totalling £1,120.90 which he wasn’t responsible for. Mr M says he thinks he received a fraudulent phone call from someone pretending to be from Barclays who asked him to download an app on his phone. Mr M doesn’t remember the name of the app, but he thinks a fraudster used this to gain access to his device and make the payments to an American online remittance service, I’ll call them B. Mr M says he contacted B about this and it said it would refund him the money if Barclays raised a chargeback. So, he’s unhappy Barclays haven’t agreed to do this.

Barclays says when it receives a complaint about fraudulent transactions it must carry out its own investigation and cannot rely on a third-party’s investigation. Upon completing its own investigation, it has held Mr M responsible for the transactions in dispute as it says the evidence suggests it’s likely Mr M carried out these transactions himself.

Our investigator considered this complaint and decided not to uphold it. Mr M wasn’t happy with this outcome, so the complaint has been passed to me for a final decision.

## **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.

A consumer should only be responsible for transactions made from their account that they’ve authorised themselves. Mr M has said they didn’t give any permission for the transactions in dispute to be made but Barclays believes he did. My role then is to look at all the evidence, and reach a decision that takes this into account and is fair to both parties. That means I consider Barclays’ position as much as I do Mr M’s. Having done so, I don’t think the outcome reached by Barclays and our investigator is unfair, and I’ll explain why.

Mr M believes he was a victim of a scam where someone impersonating Barclays tricked him into downloading an app which allowed them to control his device. However, Mr M doesn’t have any evidence of this, nor does he remember what the app was called. So, it’s difficult for me to conclude he didn’t authorise these transactions based on what he has said alone.

Mr M also says B confirmed this account was fraudulent and that Mr M should get his money back. However, again I have seen no evidence to confirm this, and no other information has been supplied for me to rely on. So, I have considered what Mr M has said and weighed it up against the other evidence provided.

Barclays has provided evidence to show that the transactions in dispute were not made via Mr M’s online banking as he thought, but via card payments in an app. Mr M says he doesn’t

have an account with B for this money to have been paid into. But based on what I've seen it appears an account does exist in Mr M's name with his correct email address and postal address. I also understand that Mr M's ID would've been needed to open an account with B. The transactions were then made into this account in Mr M's name using his debit card details. This means whoever made these transactions were aware of all these details about Mr M and had a copy of his ID and his debit card number, the card expiry date and the CVV number. Mr M has not provided any explanation as to how someone else would've been able to get all these details about him. And considering Mr M had only received his debit card in November 2023, there has been very little opportunity for someone else to get his card details.

I've also seen the evidence that the transactions in dispute were recorded to have been made from Mr M's device and from an IP address which had been used for undisputed transactions. While it's possible that an app downloaded on Mr M's phone could've given someone else access to his device to make transactions which would show as coming from Mr M's phone, I have considered all the other evidence alongside this. The five transactions in dispute were spaced out between 1 December 2023 and 30 January 2024, which is unusual for fraudulent transactions. Usually, when a fraudster gains access to someone account or device we would see them empty the account in quick succession before their access is restricted. This hasn't happened here. I've also seen evidence that Mr M has used his online banking during the period of the disputed transactions and hadn't raised this sooner. These elements put together suggest it's more likely than not that the transactions were made by Mr M.

Mr M feels Barclays has refused a simple request to action the chargeback, and as a result B will not be able to refund him this money. However, Barclays have a duty to investigate fraud complaints involving its accounts, and this is what it has done here. As a result, Barclays has decided it thinks it's likely Mr M made these transactions himself and based on what I've seen I don't think that outcome is unfair. So, I won't be asked Barclays to refund this disputed money to Mr M.

### **My final decision**

I am not upholding the complaint, so I will not be asking Barclays Bank UK PLC to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 October 2024.

Sienna Mahboobani  
**Ombudsman**