

## **The complaint**

Mr A complains that Barclays Bank UK PLC won't refund a disputed transaction from his account. He'd like a refund for the payment.

## **What happened**

On 5 March 2024 a payment of £799, for a mobile phone, was made from Mr A's Barclays account to a business I'll call B.

On 17 March 2024 Mr A's card was blocked after attempts were made to purchase goods from a website I'll call F. Barclays notified Mr A, and cancelled his card.

In April 2024 Mr A reviewed his account activity and identified a payment of £799 to B. Mr A contacted Barclays and disputed the payment.

Barclays reccredited the funds to Mr A and raised a chargeback. But B shared evidence to dispute the claim. They argued that Mr A authorised the payment and the billing and shipping address matched. Plus the phone was delivered to Mr A's address.

After receiving a response from B, Barclays sent a letter to Mr A asking him to reply with more details within 10 working days'. Mr A argues that he phoned Barclays and they agreed to provide him more time to respond. Barclays don't have a record of this, and after Mr A failed to reply within 10 working days' they re-debited the funds. And held Mr A liable for the payment.

Mr A wasn't happy with Barclays' response so complained. Barclays investigated his complaint, but thought they'd acted fairly in declining the claim. They highlighted that Mr A didn't respond within the required timescale and therefore it was fair for them to hold him liable. But, Barclays compensated Mr A £75 for misinforming him about the reason his claim wasn't successful.

Mr A didn't agree with Barclays' response to his complaint, so brought his complaint to our service.

One of our Investigators considered Mr A's complaint. They spoke with Mr A who argued he'd been in contact with B regarding the order and they told him that although the phone was originally intended to be delivered to his home address it had been redirected. However, Mr A hasn't been able to share any evidence of this.

On reviewing everything our Investigator thought the disputed payment was most likely authorised by Mr A. They argued that there was insufficient evidence the phone was delivered elsewhere.

Mr A didn't agree, and in response he raised several points, including:

- Why didn't Barclays block his card earlier when they knew about the fraud?

- They agreed to extend how long he had to provide evidence
- The phone wasn't delivered to his home address, but redirected elsewhere

Mr A's also highlighted several sections of phone call recordings which he believes support his case. One where a Barclays advisor informed him that if they'd received the letter in time an investigation would have been carried out and the outcome could have been different. And another phone call where he was informed if he was given the wrong information Barclays should reimburse him.

As Mr A didn't agree it's been passed to me to decide.

Mr A's requested that his case is put on hold and a decision isn't issued to allow him to provide further information to support his case. I've considered this request, but I'm satisfied that Mr A's been provided with several opportunities and deadlines to provide any additional information he can. Mr A was last given the opportunity to provide evidence by 21 July 2025. As this date has now passed, I've decided to progress and reach a decision based on what's been supplied.

### **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.

Mr A's unhappy that Barclays haven't provided a phone call where he says they gave him further time to provide evidence to support his claim. He believes that because Barclays misinformed him, they didn't complete a thorough investigation and automatically found him liable. It's true that if the letter had been returned in time, or within the extended window, Barclays would have carried out further investigation and might have upheld his claim. But, overall, I can't say Mr A's been disadvantaged here. He's had several chances to supply any evidence he has to support his claim. And it's my role to weigh up the evidence that both parties have presented, and use this to consider the relevant legislation, the Payment Services Regulations 2017, and our fair and reasonable approach to determine whether he should be refunded.

Mr A's also questioned why Barclays didn't block his card earlier when they knew about the fraud. I appreciate that Barclays blocked Mr A's card on 17 March 2024 after an attempt to make purchases from F's website. But, I haven't seen anything to show Barclays were aware of any attempted fraud prior to the disputed transaction.

I've seen evidence that the disputed transaction was authenticated using the long card number and CVV. However, on its own this isn't enough for Barclays to hold Mr A liable. I'll also need to be satisfied, on balance, that Mr A authorised the payment. Having considered this, I think it's fair for Barclays to hold him liable. I say this because:

- To carry out the disputed transaction without Mr A's knowledge a fraudster would need access to his long card number, CVV and address. Mr A suggested his card might have been photographed leading to the loss of these details. I agree that's a plausible explanation for the loss of his card details but I'm afraid it doesn't explain how a fraudster would know his home address.
- I've seen evidence from B showing that Mr A's phone was shipped to, delivered and signed for at Mr A's home address. Mr A's explained that he was having construction work completed at the time, so it's possible a third party collected the phone. I agree this is possible, however I can't say this is the most likely explanation.

- Mr A argues that he spoke with B and they informed him that the phone was redirected to another address, and an email address not owned by Mr A was provided. If Mr A was able to provide a recording of this phone call or evidence to show this was the case, then this might change my conclusion. However, as he's been unable to provide anything to support this I'm afraid I can't place much weight on what Mr A's said here.

For the reasons I've outlined above on balance I'm satisfied it's fair for Barclays to hold Mr A responsible for the disputed transaction. It follows; I won't be asking Barclays to do anything further here.

For completeness I've considered whether the £75 compensation Barclays paid for misinforming Mr A about the reason his claim was unsuccessful was fair. I'm satisfied that Mr A was caused inconvenience by this, but I think £75 is fair compensation to recognise this.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 September 2025.

Jeff Burch  
**Ombudsman**