

## **The complaint**

Mr D complains Barclays Bank UK PLC trading as Barclaycard (Barclaycard) is holding him liable for transactions made on his credit card that he considers fraudulent.

## **What happened**

Mr D raised concerns when it came to his attention that Barclaycard had taken a direct debit for payments on his credit card that he states he did not make.

As Mr D was working away from home at the time, his wife contacted Barclaycard on his behalf to alert it to what had happened. Although Barclaycard acted to cancel Mr D's card, it was unable to assist any further as it needed to speak to Mr D.

On returning to the UK, Mr D contacted Barclaycard on 29 July to complain. He disputed the two transactions made in Vietnam and said he was not present in the country when the transactions took place. He said he was in Mongolia at the time for work and provided evidence to show this.

Barclaycard requested further information and investigated the matter but determined it would be holding Mr D liable for the transactions he was disputing because they had been made using Mr D's genuine card.

As Mr D wanted a full refund for the amount disputed, he disagreed and brought the matter to this service for consideration.

On reviewing the complaint our investigator summarised, that she felt the transactions had been made using Mr D's genuine card. And given there was no likely explanation for how someone could have used Mr D's card without his knowledge, she didn't think Barclaycard had acted unfairly in saying it was holding him liable for the transactions.

As Mr D didn't agree, the complaint was referred to an ombudsman 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.

When considering everything presented, I've focussed on what I think is relevant to the outcome of this complaint. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

Having done so, I agree with the conclusions reached by the investigator for broadly the same reasons. I'll explain why.

The relevant regulations here are the Payment Services Regulations 2017. The Payment Services Regulations also make provision for the Consumer Credit Act 1974 to apply, and where a credit facility has been used, the relevant legislation is section 83 of the Consumer Credit Act 1974.

Broadly speaking, Barclaycard is entitled to hold Mr D liable for any authorised transactions, and it is responsible for any unauthorised transactions made on Mr D's credit card. So, I've taken that into account when deciding what is fair and reasonable in this case.

Mr D mentions he wasn't present in the country where the disputed transactions took place and was in another country at the time for work, and so he could not have made them. But this alone doesn't automatically mean he can't be held liable for them.

Barclaycard has presented technical information relating to the two disputed transactions which shows that Mr D's genuine card was used to make the disputed transactions and that there were no other cards in his name on the account. So, I'm satisfied these transactions were made using Mr D's genuine card.

Separate to this, I've also seen a copy of the Visa online report (VROL) which VISA has provided. It shows the transactions were chip verified on both occasions. So, when considered in conjunction with what Barclaycard has presented, it's reasonable to suggest that the genuine card was presented.

Mr D states the transactions in dispute only came to his attention when Barclaycard took a direct debit from his bank account, which was towards the balance due on his credit card. He then alerted his wife to contact Barclaycard to report the matter as he was away on work.

I note that when Mr D's wife initially called Barclaycard on 20 May 2024, on behalf of Mr D to report the transactions as fraudulent, she confirmed that both Mr D's card and her card – as an additional card holder on the account – were in her hand at home. And Barclaycard asked her to confirm the card number which was verified as correct. When asked the question by Barclaycard, she also said she had no knowledge of anyone she knew being present in Vietnam at the time of the transactions.

Mr D has provided evidence in support of his whereabouts at the time of the transactions and from what I can see it seems to verify that he was in Mongolia and not Vietnam, but the evidence provided by Barclaycard isn't something I can ignore. I accept, that Mr D wasn't in Vietnam when the transactions were made – but his physical card was, and this information has played a part of my overall considerations when reaching this final decision.

Mr D maintains that as his genuine card was not lost or stolen and was at home, no one else could have had access to it. But he believed his card had been copied. He said the last genuine transaction made on the card was to renew a subscription, which was made online one week prior to the disputed transactions. So, he felt it was a coincidence that the transactions took place soon after. But even if his card details were compromised, it still doesn't explain how his card was presented and used to authenticate the transactions.

I can see Mr D questioned how it was possible for the transactions to have been made, considering the location of each transaction differed significantly and would have required an individual to take a flight from one destination to the other.

I note that the first disputed transaction took place on 25 March 2024 for £1,595.94 at 3.46am local time, which was then followed by a payment made for £1.99 on 26 September 2024 at 7.42pm. So, it's clear a significant amount of time elapsed between the two transactions being made which makes it plausible for someone to have travelled between

the two destinations. I can also see there were no other transactions attempted on the account.

What I found unusual when looking at the transactions, is that despite the card having a £12,000 credit limit, which it was possible for a fraudster to take advantage of – nothing further was attempted or withdrawn from the account. Something which is rarely seen where an account is being compromised. So, what was seen in the way of activity on the account, on balance, I don't consider to be the typical actions of a fraudster.

Having given considerable thought to Mr D's testimony and what he has presented - and what Barclaycard has shown in the way of card and chip information - I don't find it likely that Mr D's card was compromised.

Besides, if a fraudster had in fact had Mr D's card – for the primary reason of stealing money from him – I would expect them to have used it as quickly as possible and maximised spending. Here it seems it was used in an entirely different country to the one in which Mr D resides, and only two transactions were made – of which only one was for a substantial amount of money. So, the manner in which the transactions took place does not identify with what is usually seen in these situations.

Mr D mentions that it's likely his card had been copied or cloned, and he disagrees that the information provided by Barclaycard was sufficient in saying that the payments were authorised by him. But as it's not generally thought possible to copy the chip on the card - and our service hasn't come across any cases where we felt this was a likely explanation of what happened – the idea of it being cloned isn't likely and I haven't seen any persuasive evidence this is what happened here.

Mr D also mentions that Barclaycard had not flagged the transaction as suspicious, as it had previously done on other transactions he had authorised. But having reviewed the information provided, given the values of the transactions and that they were conducted using the genuine card – and considering Mr D has mentioned he frequently travels abroad for work - I wouldn't expect these to have been flagged by Barclaycard as potentially being made by someone other than Mr D. So, I don't think this makes a difference to the overall outcome of the complaint.

I appreciate that Mr D doesn't think Barclaycard has investigated the transactions sufficiently but based on the information it has provided to our service, I'm satisfied this is the usual information we would expect to see.

Here, for the transactions to have been made without Mr D's involvement, an unauthorised party would have first needed to have obtained Mr D's card, which he said was at home in the UK - without him knowing, before travelling to another country to make the transactions and then returning it back to his home in the UK. I see Mr D agrees this isn't a likely explanation for what has happened. Especially given there's no plausible explanation for how the card could have been obtained and then replaced by an unauthorised party.

So, overall, as I'm not persuaded the transactions could have been made by an unauthorised party in the circumstances Mr D has described, I'm satisfied that the transactions were likely authorised by Mr D.

I'm not going to request that Barclaycard do anymore here. I accept that Mr D didn't make the transactions, but I'm persuaded that someone else present in Vietnam did, with Mr D's prior consent.

Finally, I can see that Mr D has mentioned that Barclaycard had closed his account despite

him being a customer for over 30 years. I understand that this will be disappointing for Mr D, but Barclaycard can decide to remove a credit card facility, and I'm satisfied it has acted in line with the terms and conditions of the account. So, I won't be asking it to do anything further.

### **My final decision**

For the reasons I've explained, I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 October 2025.

Sukhdeep Judge  
**Ombudsman**