

## **The complaint**

Mr W complains Barclays Bank UK PLC won't refund two transactions that debited his account which he says he did not make or authorise.

## **What happened**

On 13 December 2024, two transactions totalling £1,435 were made to a department store. Mr W reported the transactions as fraudulent on 14 December 2024.

Barclays looked into the transactions. It said they'd been made using Mr W's genuine debit card and Personal Identification Number ("PIN"). And it wasn't satisfied the transactions were unauthorised. Following a complaint, Barclays still refused to refund the transactions. So Mr W referred his complaint to our service.

An Investigator considered the circumstances. She said, in summary, the transactions had been made using Mr W's card and PIN – which he'd told us wasn't written down or stored anywhere and no one else knew. So she couldn't see how the transactions could have been made by an unauthorised party.

Mr W asked for the complaint to be reviewed by an Ombudsman. So the complaint's 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.

Under the Payment Services Regulations 2017 ("PSRs"), generally, Barclays can hold Mr W liable for the disputed transactions if the evidence suggests that he made or authorised them.

Barclays has provided evidence that the two disputed transactions were made using Mr W's genuine card and PIN on 13 December 2024 at 12.09pm and 12.23pm at a department store. The department store is in another city, over 100 miles away from the city Mr W lives in. Mr W doesn't dispute his genuine card was used – since he's told us he believed he lost his card the day before the disputed transactions took place.

Mr W has told us the PIN was not written down or stored anywhere. He thinks he might have been observed entering it on 12 December 2024, when he last used his card. Mr W says he thinks he might have dropped his card in the shop he used it in.

The last undisputed use of Mr W's card was a physical card payment on 12 December 2024 at 9.09pm. I accept that it's possible that Mr W was observed entering his PIN at this time. But I don't find it likely that an unknown third party who happened to observe Mr W entering his PIN, before then seeing him drop his card and taking it, would travel to a city more than 100 miles away to make transactions. If someone had obtained Mr W's card for the purposes of stealing money, I would expect them to make transactions as quickly as

possible, since they'd have no way of knowing when the card would be discovered missing and blocked.

On 10 December 2024, £1,444.50 was paid into Mr W's account. Mr W says this isn't the correct amount, but I'm satisfied his statements show this amount being paid into his account on 10 December 2024. This is almost exactly the same amount that was then used to make the disputed transactions. In addition, there were no balance enquiries prior to the disputed transactions. So it's not clear to me how an unauthorised party would know how much was available to spend, having no prior knowledge of Mr W's account or checking the balance.

Mr W believes CCTV evidence should be obtained of his transaction on 12 December 2024 and the disputed transactions – which would substantiate his version of events. I'm not aware that any CCTV is available nor would I expect Barclays to obtain this as part of its investigation. But even if it was available, it wouldn't necessarily mean Mr W couldn't still be held liable for the transactions. So I don't think this makes a difference to the overall outcome of Mr W's complaint.

Based on everything I've seen, I'm not persuaded the transactions could have been made without Mr W's involvement in the circumstances he's described. So I don't find Barclays needs to refund them.

Mr W also said he initially thought his account had been closed, due to a problem he had with the mobile banking app. Barclays told us in February 2025 the account remained open, though it was overdrawn beyond the overdraft limit at that point. Generally, Barclays is entitled under the terms and conditions to ask Mr W to repay the overdrawn borrowing. If Mr W is unhappy with something Barclays has done in respect of his account since then, he will need to raise that with Barclays in the first instance.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 October 2025.

Eleanor Rippengale  
**Ombudsman**