

The complaint

Miss L has complained Barclays Bank UK PLC won't refund her for transactions made using her new debit card which was never delivered to her. She's also concerned at their customer service.

What happened

Miss L opened a new account with Barclays in July 2024 after arriving into the country. A large deposit of £6,000 was made into her account. She never received her new debit card.

Miss L noticed that the money in her account had all been spent and raised a complaint with Barclays. She was upset that despite asking Barclays to contact her at specific times, they never did. They ended up closing her complaint as they believed they'd never had an opportunity to discuss the details with her.

Upset with this, Miss L brought her complaint to the ombudsman service.

Our investigator reviewed the evidence but didn't believe there was enough to show Miss L hadn't authorised these debit card transactions. These transactions didn't look like they were committed by an unknown third-party. She also considered Miss L's complaints about her treatment. She noted that a cousin had acted as her interlocuter with Barclays so wouldn't have expected them to offer translation services to Miss L. She felt that £50 compensation, paid by Barclays was fair.

Very unhappy, Miss L has asked an ombudsman to consider her complaint.

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.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

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 L'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. There are exceptions to

this and that would include if the customer had acted with gross negligence or intent to allow any security details – including the card and PIN or online banking details – to be used by someone else.

Having reviewed the evidence, I believe there is sufficient to show that Miss L most likely authorised these payments. I say this because:

- Miss L has stated that her debit card was delivered in error to her neighbour and they gave her back an empty envelope. I find this odd and if this did happen, I'd have expected some additional questions or issues raised around this.
- All of the card transactions were made online. Some of the disputed payments were authenticated by means of an additional code which was sent to Miss L's registered mobile device.
- Mobile records for Miss L's account show that she was logged into her account in between some of the disputed payments being made. I'd have expected her to notice the previously high balance on her account decreasing rapidly. She could have immediately blocked use of her debit card as this feature is prominent within the Barclays app.
- Many of the transactions were for items to be delivered to the home. If these had been delivered next door, Miss L would surely have noticed. They also don't resemble fraudulent transactions. I note Miss L's statement that this is not what she'd have been spending money on as she had other priorities, but it is the case that she'd recently settled in the UK and £6,000 had been paid into her account.

I have also looked at the service issues Miss L has raised:

- I'm not sure why Barclays would have seen they should provide translation services to Miss L when at all the times she called Barclays or was in a branch, she was not alone. She always had a member of her family with her who were speaking on her behalf. I think it would have been difficult for Barclays to identify that this wasn't the right way to proceed without Miss L making it clear she was unhappy. I can't see this was the case.
- It's clear Barclays made a mistake in closing her complaint. I've seen their notes where they state they spoke to her on 28 September and state she "*responded to all questions*". Yet they closed her complaint despite this. Barclays has apologised for this error and provided £50 to Miss L which I believe is fair.
- Miss L has complained that Barclays omitted to call her when she requested. I've seen their contact notes from November 2024. They have a clear note to say that Miss L had requested contact after 4pm (although not after 4:30pm as she states) but was not available and left a voicemail. They may have got the timing slightly wrong if Miss L had specifically requested them to phone after 4:30pm, but from what I've seen I think Barclays did try to accommodate the timing of contact to Miss L but she still wasn't available.
- Barclays did in fact conduct an investigation into the fraud as their activity log for Miss L's complaint shows. This log confirms that this was discussed with Miss L, which is contrary to what Miss L states. They found it suspicious that such a large amount of money had been paid into the account just after it had been opened and then fraud had taken place with the whole amount being spent. It's clear that they didn't believe Miss L's testimony.

I rather think Barclays were shy about telling Miss L their reasons for rejecting her complaint and compounded their mistake by saying it had been closed as they'd not spoken to her.

It's worth confirming that banks are allowed to decide how to manage fraud claims, and the information they require from customers. It is not our service's role to tell banks how to manage this.

In this case I can see Barclays made a mistake, admitted this and paid Miss L £50. I appreciate she must have found it distressing to be treated in this manner, but as I believe Barclays considered Miss L to have made the transactions herself, I can't really ask them to do anymore.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 10 October 2025.

Sandra Quinn
Ombudsman