

The complaint

Mr and Mrs S complain Barclays Bank UK PLC won't refund two transactions made using Mr S' debit card from their joint account which they say Mr S didn't make or authorise.

As it was Mr S' debit card that was used, I'll refer mostly to him.

What happened

Mr S contacted Barclays in January 2025 to dispute two cash withdrawals totalling £500 that had debited his and Mrs S' joint account on 7 and 9 December 2024.

Barclays decided to hold Mr S liable for these transactions because Mr S' card and Personal Identification Number ("PIN") had been used and, based on what he'd told them, he still had his debit card and no one else knew his PIN. Following a complaint, Barclays still refused to refund the transactions.

Mr and Mrs S referred their complaint to our service. An Investigator considered the circumstances. She said, in summary, Barclays had provided evidence Mr S' genuine card was used to make the two disputed transactions, and the PIN was entered correctly. As Mr S had told us he still had his card after the disputed transactions had taken place and no one knew his PIN, she didn't think Barclays had treated Mr S unfairly by holding him liable for the transactions.

Mr S didn't accept the Investigator's findings. He said he felt the card must have been cloned. 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 S liable for the disputed transactions if the evidence suggests that he made or authorised them.

Barclays has provided evidence that Mr S' genuine card was used to make the two disputed transactions. I say this as Barclays' evidence shows the chip in Mr S' card was read and our service hasn't seen any evidence the chip can be cloned. This means I can conclude Mr S' genuine card was being used, rather than a cloned card. And, the evidence also shows Mr S' correct PIN was entered.

The transactions were both for £250 and took place at 11.17am on 7 December 2024 and 11.52am on 9 December 2024. Mr S has told us he still had his debit card after the transactions had taken place, and no one else had access to it. He's told us his PIN wasn't written down anywhere and no one else knows what it is.

If the card had been cloned, I'd expect to see a genuine transaction where the card might have been compromised. But the last undisputed use of Mr S' card and PIN was at 1.23pm on 6 December 2024. While it's possible Mr S was observed entering his PIN on this occasion, I don't find it likely someone who had cloned the card for the purpose of stealing money from Mr S would wait until the next day to make transactions and would then only make the two cash withdrawals – two days apart, instead of trying to take as much as possible before the activity was discovered and the card blocked. Particularly because whoever made the disputed transactions also made balance enquiries before each withdrawal, so was aware there was still money in the account. Mr S also did not report the transactions to Barclays until mid-January 2025, so it's also unclear why someone with a cloned copy of Mr S' debit card wouldn't make other transactions given the length of time before the transactions were reported. Overall, I'm satisfied the genuine card was used.

Given I'm satisfied the genuine card was used, for the transactions to have been made without Mr S' involvement, an unknown third party would need to have obtained Mr S' card and PIN, made the transactions and then have returned the card to Mr S. And they would have needed to have done this on two separate occasions, on 7 and 9 December – all without Mr S noticing. I also see that Mr S made an undisputed card payment at 12.53pm on 9 December 2024 – so we know the card was in his possession within an hour of the second disputed withdrawal. Given that Mr S has insisted the card always remained in his possession, I can't fairly conclude the transactions were made without his authorisation.

Mr S believes CCTV evidence should be obtained of the disputed transactions. 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 S couldn't still be held liable for the transactions. So I don't think this makes a difference to the overall outcome of Mr S' complaint.

As I'm not persuaded the transactions Mr S is disputing could have been made without Mr S' involvement in the circumstances he's described, Barclays isn't required to refund them.

My final decision

For the reasons I've explained, I don't uphold Mr and Mrs S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 21 November 2025.

Eleanor Rippengale
Ombudsman