

## **The complaint**

Mr and Mrs H have complained Barclays Bank UK PLC won't refund them for numerous cash withdrawals and card transactions they say they didn't authorise.

## **What happened**

In October 2024 Mrs H contacted Barclays to dispute transactions she'd not made on the joint account she held with her husband. These amounted to 46 cash withdrawals and six card payments totalling £8,138.97.

Barclays wouldn't refund Mrs H as their evidence confirmed these transactions had most likely been authorised by Mrs H. In support, they noted these had been made over a prolonged period, using different cards and during times when genuine transactions had continued to be made.

Mrs H brought their complaint to the ombudsman service.

Our investigator found Barclays' evidence convincing and told Mrs H she wasn't going to ask them to refund her and her husband. She'd found Mrs H's evidence inconsistent and agreed with Barclays that she'd have expected Mrs H to have taken action much earlier if these were unauthorised transactions taking place over a 10-month period when there would have been a significant impact on the balance of Mr and Mrs H's account.

Unhappy with this outcome, Mrs H has asked an ombudsman to consider their complaint. She's stressed the impact everything has had as they've been unable to pay their mortgage or other commitments.

## **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.

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 Mr and Mrs H'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, and mobile banking access – to be used by someone else.

To help me come to a decision, I've reviewed the evidence Barclays provided as well as what Mrs H has told us. I've also noted the detailed comments our investigator provided in her view of 22 April. I don't need to repeat some of the points made within that view.

It's worth stating that there has been more than 20 separate fraud claims made by Mrs H. Transactions in dispute initially span from 5 January 2024 until 23 October 2024. These included 46 cash machine withdrawals and six card transactions and total £8,183.97. A subsequent claim was then made for £6,000.01 which took place after Barclays made refunds to Mr and Mrs H's account in November 2024.

I believe Mrs H has authorised the disputed transactions. I say this because:

- The technical evidence provided by Barclays shows Mrs H's mobile banking app is used by her. She was able to see her balance at regular intervals. So I have to wonder why any claims were delayed until October. The transactions in dispute amount to a considerable amount of money and Mrs H must have noticed their rapidly-decreasing balance.
- The cash machine withdrawals, by and large, took place at machines which had in the past or continued to be regularly used by Mrs H.
- Mrs H's own testimony to Barclays has been inconsistent. She separately told them she had been in a coma from January 2024 so couldn't have made these transactions. No medical evidence has been shared. She's also said that she keeps her PIN written down and kept with her card. I'm aware Barclays believes Mrs H was acting in a grossly negligent manner and that would most likely be the case if an unknown third party had managed to get hold of Mrs H's card.
- The fraud takes place over four different debit cards. I think it's highly unlikely that an unknown third party could have continued to get hold of Mrs H's card for the disputed transactions, and then replace it regularly to allow her own use. Mrs H has alleged she's been threatened by individuals who've used her cards fraudulently. If this was the case, I'd have expected Mrs H to have reported this to the police as this would be a crime. Mrs H has not done that.
- A further fraud claim was made after Barclays refunded money to Mr and Mrs H's account. However I can see on her statements that Mrs H authorised many payments to another account in her name. I can find no evidence of fraud.

I've considered what Mrs H has told us and note her strong feelings that she wouldn't have made these transactions as this meant she can't afford to make mortgage payments. However considering authentication and consent as laid out in the PSRs, I'm satisfied there's sufficient evidence to show Mrs H authorised these transactions. I won't be asking Barclays to refund Mr and Mrs H.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr and Mrs H's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 25 July 2025.

Sandra Quinn

**Ombudsman**