

The complaint

Mr G is unhappy that Barclays Bank UK PLC, trading as Barclaycard, have refused to refund transactions he said he didn't authorise.

What happened

The facts are well known to both parties so I haven't gone into them in detail here.

Mr G contacted Barclaycard to dispute six transactions made using his credit card. The transactions were made to different merchants between 9 December 2024 and 14 December 2024. In total, the transactions amounted to just under £5,000.

Barclaycard concluded that the transactions were likely authorised on the basis Mr G's card was used and Mr G had said the card remained in his possession.

One of our Investigators looked into Mr G's complaint but didn't recommend Barclaycard provided a refund because they agreed Barclaycard's outcome was a fair one.

Mr G disagreed for broadly the following reasons:

- Based on the time and location of each transaction, it was impossible for the transactions to be carried out
- Mr G was in Thailand whilst the disputed transactions were all based in Vietnam
- The authentication data is unreliable. The transactions were made using Mr G's card and signature as opposed to PIN, but Mr G questioned how he can be held liable if Barclaycard hadn't obtained proof of the signatures. Mr G has also suggested that fraudsters could have tampered with card terminals in order to obtain data from or clone his card.
- The transactions were inconsistent with Mr G's spending
- The card issuer ought to review the dispute

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.

Mr G has provided comprehensive submissions in support of his complaint, and I want to assure Mr G that I've considered his submissions in full when reaching my decision. I might not make explicit reference to all the points raised by Mr G but want to stress that this isn't intended as a disservice. Instead, I'm focusing on what I see as the key issues which is in keeping with our role as an informal Service.

Having considered the relevant rules, the evidence I've seen from Barclaycard' internal system satisfies me that the transactions were authenticated using Mr G's card and signature.

However, authentication alone isn't sufficient for Barclaycard to hold Mr G liable for the transactions. The relevant legislation states that there must be evidence that Mr G either made the transactions himself or authorised a third party to make them on his behalf. This means that for me to uphold Mr G's complaint, I'd need to be satisfied that he didn't initiate the transactions himself or give his consent for the transactions. As Mr G has consistently said he didn't participate in the transaction or share his details, I've considered the likelihood of a third party being able to obtain Mr G's card without Mr G's knowledge or consent.

I can't safely conclude that a third party took and replaced Mr G's card without his knowledge. I say this because Mr G said his card remained in his possession and he was in a different country at the time the transactions were carried out. To complete the transactions, a third party would have needed to take Mr G's card from his person in Thailand, travel to Vietnam to use the card, and then travel back to Thailand to locate Mr G and return the card without Mr G becoming aware the card was missing. As the transactions occurred on different days, the third party might have had to have done this multiple times. I find this very unlikely.

It's worth noting that although the merchants appear to be in a different country, this might not be the case. The location data shows where the payment terminal is registered but it's not uncommon for this not to align with the physical location of the terminal and so can't necessarily be relied upon. Either way, the transactions either occurred in a different country in which case the third party had to cross borders to take and replace Mr G's card. Or we can't rely on the data to say the transactions occurred in Vietnam which weakens Mr G's argument that he couldn't have authorised the transactions because he was in Thailand.

Even if I were to say that the transactions were completed in Vietnam whilst Mr G was in Thailand, this doesn't mean Mr G couldn't have consented to the transactions. Being in a different country wouldn't have prevented Mr G from sharing his card details with someone else – and whilst I can't say this is definitely what happened, I think it's the most likely explanation based on the evidence available.

I appreciate Mr G has queried the use of signatures as opposed to his PIN but a signature is a valid form of authentication. Barclaycard have not provided evidence of the signatures provided but I don't think the absence of this information means their decision to hold Mr G liable for the transactions was unfair. I say this because a third party would still need to have obtained Mr G's card which, as explained above, I find unlikely. I also doubt the likelihood of a third party going to such lengths when they couldn't be sure they could use a signature and not a PIN.

Instead of a third party needing to take physical possession of Mr G's card, Mr G has suggested his card may have been cloned in some way. I've considered what Mr G has said but I'm not persuaded this was likely the case.

Our service hasn't seen any evidence of chip cloning taking place but I've considered the possibility that this may have occurred.

Even if I accept chip cloning was possible there would need to be a point of compromise which I understand could only have occurred when Mr G's card was physically inserted into a machine, such as an ATM or card payment machine. But, based on Mr G's statements, his card was last used in this way days prior to the first disputed transaction. It seems unlikely

that a fraudster with access to a cloned card would wait to start exhausting the card of funds or that there would be days between some of the transactions.

I've considered Mr G's concerns about the timing of the transactions and his assertion that they were inconsistent with his spending around the time.

I'm not persuaded that it would be impossible for the transactions to be carried out despite some of them being only minutes apart. I say this because the card terminal location data isn't always accurate and so the payments may have appeared to have been far apart, but this can't necessarily be relied upon. Mr G has said the disputed transactions were inconsistent with his spending habits at the time but I can't say the value, frequency or pattern of the disputed transactions were such that Barclaycard ought to have identified them as suspicious or potentially fraudulent.

I appreciate Mr G has said he wouldn't have spent such large sums on what appeared to be food and drink but, similarly to the location data, information about the merchant's business isn't always a reliable indication of what has been purchased.

Finally, Mr G questioned why the card issuer hadn't reviewed the dispute. Card issuers provide a chargeback scheme which can result in consumers recovering funds if their card has been used to make unauthorised transactions. Not all disputes are reviewed by them and there's no right to a chargeback so consumers can't force their bank to raise one. We'd only expect a business to raise a chargeback if there's a reasonable prospect of success under the scheme. Given the transactions were authorised a chargeback would be very unlikely to succeed and so I can't say Barclaycard have treated Mr G unfairly by not raising a chargeback.

On balance, there's insufficient evidence to support Mr G's dispute that he didn't authorise the transactions as there's no plausible explanation for how a third party obtained Mr G's card without him realising or used his card without his consent. I appreciate that Mr G feels very strongly that he was the victim of a sophisticated fraud and has lost a significant amount of money as a result but, for the reasons above, I don't have the evidence to say this was the case. I've found the transactions were authorised and so it's fair for Barclaycard to hold Mr G liable for them.

My final decision

My final decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 26 February 2026.

Freyja Dudley
Ombudsman