

## **The complaint**

Mr O complains that Barclays Bank UK Plc have declined to reimburse for transactions he says he didn't make or agree to. He'd like the funds returned to him.

## **What happened**

The background to this complaint is well known to both parties, and largely not in dispute, so I will only cover it briefly here.

In September 2024 Mr O was out at night. He believes his drink was spiked. In the early hours of the morning there was a payment of £1,500 using his Barclays debit card. This was followed by two further transactions that were declined. The next day Mr O reported to Barclays he hadn't agreed to these transactions and asked for the payment to be stopped as it was still pending. He also reported what happened to the police.

But the pending payment subsequent left Mr O's account. Barclays investigated what happened but ultimately declined to reimburse him. They said someone would have needed to know Mr O's PIN to make the transaction. He complained about the outcome of this, and Barclays dealings with the police. But Barclays didn't offer to do anything further.

Dissatisfied with this Mr O referred his complaint to our service. One of our investigators looked into what happened and spoke to the police about the incident. But he didn't think Barclays were unreasonable to decline to refund him.

Mr O disagreed, saying he'd been the victim of a crime. He asked for an ombudsman to consider his complaint, and so it has 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.

Having considered everything, I accept it's likely something untoward happened to Mr O on his night out – I'm aware he has other claims for losses with other financial businesses, and there is evidence a different card of his was used without his consent about an hour after this transaction with Barclays. And I accept the impact he's described on him.

But the question for me is whether Barclays were reasonable in declining to reimburse him. And being the victim of fraud or theft doesn't automatically entitle you to a refund from your bank.

The relevant regulations here are the Payment Services Regulations 2017 (PSRs). Broadly these say a bank is expected to refund any unauthorised payment – as in their customer didn't agree to the payment being made.

But there are exceptions to this. Most relevant here are the provisions in the PSRs that say a payer is liable for any losses arising from an unauthorised transaction where they have failed

to keep their security credentials safe, either intentionally or with gross negligence. There are also provisions to this effect within the terms of Mr O's account with Barclays.

This is important here, as we know Mr O's genuine card and PIN were used to make the disputed transaction. I've seen the technical evidence that shows the chip on the card was read, and the PIN entered.

Mr O denies making the transaction himself. But if the transaction was carried out by someone else, they would have needed his PIN. And it seems the only reasonably possible this could have happened is if he gave it to them. There doesn't seem to be any indication that he recorded his PIN and kept it with the card. And looking back through the history of the card usage, there don't seem to be any obvious opportunities where someone could have observed him enter the PIN. The last use of the card before this was over a month prior.

It seems more likely than not Mr O gave someone the PIN to carry out the transaction. It's possible this was the result of threats or coercion, which would be line with his story of being drugged and imprisoned. I understand this would be a very difficult position to be in. But broadly the PSRs don't make allowances for these eventualities. So, I'm satisfied that under the PSRs and the terms of his account, Barclays can reasonably decline to refund him.

But, like all banks in the UK Barclays are expected to have systems and controls in place to detect signs that an account may be falling victim to financial harm. If there's an indication something is wrong, then I may expect them to intervene and question the transaction. Here though, I'm not persuaded this single transaction, using the genuine card and verified by PIN, would reasonably prompt a response from Barclays, or that it would be reasonable for them to decline the payment.

There were two later transactions that Barclays did decline, although my understanding was this because there weren't enough funds in the account. I don't see that Barclays reasonably ought to have done more to prevent the first transaction from going through.

Mr O has questioned why the payment couldn't be stopped when he reported it, as it was still showing as "pending" at the time. The way card payments work is that after they are authorised through the card system, it's an agreement the merchant can take the payment later. The bank will have to honour this, so typically a bank will deduct the amount agreed from the available balance – and it will show as pending until then. In this case, it means that Barclays can't prevent the payment by this point, and I don't see they've done anything wrong by honouring it.

Mr O has also mentioned difficulties in getting Barclays and the police to communicate. But ultimately though is a matter for them to resolve – I don't see it has an impact on Barclays liability to refund him.

I appreciate this will be disappointing to Mr O, and I'm sorry to hear how these events have affected him. But I'm not persuaded that Barclays have done anything unfair or unreasonable by declining to reimburse this transaction for him. As such, I'm not asking them to do anything further.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 20 February 2026.

Thom Bennett  
**Ombudsman**