

The complaint

Mr C complains Barclays Bank UK Plc won't refund transactions made from his account which he says he did not authorise.

What happened

In November 2023, Mr C reported several transactions totalling £8,500 to Barclays as fraudulent. The transactions took place between 30 May 2022 and 6 June 2022. Mr C says he was arrested on 19 May 2022 and was then held on remand from 21 May 2022 and remained in prison until his release in 2025 – so could not have made them himself and he did not give anyone else permission to do so either.

Barclays looked into the transactions but said it wouldn't refund them. Following a complaint, Barclays still refused to refund the £8,500. So, Mr C referred his complaint to our service. An Investigator considered the circumstances. She said, in summary, she didn't think Mr C had authorised the transactions. So, she recommended the complaint was upheld and said Barclays should refund the disputed transactions.

Barclays said it didn't accept the Investigator's findings. It said it still thought the transactions were likely authorised.

As Barclays didn't agree, the complaint was passed to me to decide. I issued a provisional decision. I've set out my findings again below and they form part of this decision.

Provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I think it's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Under the Payment Services Regulations 2017 ("PSRs"), generally, Barclays can hold Mr C responsible for transactions he made or authorised.

There's no dispute that Mr C's genuine card and Personal Identification Number ("PIN") were used to make the disputed transactions. There's also no dispute between the parties that Mr C did not make the transactions himself, since he was being held on remand at the time they took place. But just because Mr C couldn't have physically made the transactions himself, doesn't automatically mean he can't be held liable for them. Barclays would be entitled to hold Mr C liable for the transactions if he authorised someone else to make them, or if he had failed with intent or gross negligence to keep his security credentials safe.

I haven't seen anything that would suggest Mr C failed with intent or gross negligence to keep his security credentials safe. So, I don't think Barclays can hold him liable for the transactions on this basis.

Mr C says he did not authorise the transactions. Barclays maintain it thinks Mr C did authorise the transactions. And it's provided some evidence in response to our Investigator's findings on this point.

Our rules also allow us to receive evidence in confidence. Either party can provide evidence in confidence and it's then for me to decide whether it's fair to rely on evidence only one party has seen. We may treat evidence from financial businesses as confidential for several reasons including, if it contains information about other customers, security information or commercially sensitive information. Here the information Barclays has provided is sensitive and I don't consider it should be disclosed. But I find it's also material to the matter of whether Barclays has treated Mr C fairly. So, I'm satisfied I should take it into account when deciding this complaint.

The transactions Mr C specifically disputed were four cash withdrawals of £2,000 each made using a Barclays assisted service device ("ASD") and a £500 withdrawal at a Post Office. An ASD, sometimes referred to as a self-service machine, are in Barclays' branches and allow customers to carry out transactions like deposit cash or cheques into their accounts, and withdraw cash. But there were also some contactless payments made in between the cash withdrawals, which although Mr C said he didn't recognise, he didn't specifically ask Barclays to refund.

According to Barclays' records, Mr C has told Barclays initially that his debit card – used to make the disputed transactions – had been left in his work van following his arrest. He also initially told Barclays his PIN – which would have been required to make the disputed cash withdrawals – hadn't been disclosed to anyone. But Barclays notes indicate that Mr C later told the bank his PIN and card might have been at home, and the house had been burgled. The withdrawals made using the ASDs would also have required Mr C's date of birth to have been entered. Barclays notes show Mr C told the bank his debit card was left with his driving licence in the van upon his arrest but later said his date of birth would have been visible on his social media profile. So, it would seem Mr C's been inconsistent about how an unauthorised party could have come into the possession of all the details that would have been needed to have carried out the disputed transactions, his debit card, the PIN and his date of birth.

It's also unclear to me why, if Mr C had not made or authorised any of the card transactions made on his account after his arrest, he wouldn't have wanted Barclays to have refunded all of them. Though I do understand what he's said about being more concerned about the much larger amounts leaving his account.

It therefore remains unclear how these transactions could have been carried out without Mr C's involvement. However, even if I found the transactions were unauthorised, I'd still need to consider all the available evidence and the overall circumstances of the case to decide whether I think requiring Barclays to refund the disputed transactions would be a fair and reasonable outcome.

I do understand why Mr C would have been worried to find such a large amount of money missing from his account while he was being held in custody. But having reviewed the information from Barclays, I'm satisfied it would not be fair or reasonable for me to require it to refund the disputed transactions in the circumstances of Mr C's complaint.

Mr C will, naturally, want to know the information I've relied on in coming to this decision. But as I've set out already, I am treating this information in confidence, which is a power afforded to me under the Dispute Resolution Rules (DISP), which form part of the Financial Conduct Authority's regulatory handbook.

I have accepted that information in confidence which I am not disclosing to Mr C. The description of that information is that it's of a nature which covers Barclays reasons for believing the transactions to have been authorised. And, whether the transactions were authorised or not, this information has led me to decide that awarding Mr C a refund of the transactions he's disputing would not be a fair or appropriate outcome in the circumstances of this complaint.

I recognise that my decision will come as a disappointment to Mr C. But overall, I don't intend to find Barclays should refund the disputed transactions in this case.

Responses to my provisional decision

Barclays said it accepted my provisional decision.

Mr C said he didn't accept my provisional findings. I've summarised his reasons as follows:

- He maintained he couldn't have authorised the payments as he was in prison at the time they were made, and he couldn't have contacted anyone from prison to have authorised them to make the transactions either.
- He would not have authorised someone to take the money from his account because he needed it to pay for something a family member has now paid on his behalf.
- He wanted to know why CCTV footage couldn't be used to show who had made the transactions. Because this would prove he didn't authorise the payments.

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.

Most of Mr C's submissions in response to my provisional decision focus on his reasons for maintaining he didn't authorise the disputed transactions on his account. I set out in my provisional decision that all parties appeared to accept that Mr C could not have physically made the transactions himself. I've not seen anything to suggest CCTV covering the cash withdrawals is available. But even if it was – this wouldn't mean Mr C couldn't be held liable for the transactions in any event, as this would only show what is already agreed – the transactions were not made by Mr C himself.

I also explained previously that whether the transactions were authorised or not – the evidence I'd received from Barclays in confidence meant that I didn't think awarding Mr C a refund of the disputed transactions would be a fair or appropriate outcome in the circumstances. And, having re-considered everything again, I remain satisfied that's still the case. So, I don't find what Mr C has now said changes things.

I do understand why Mr C says it would help him to know what Barclays has provided that has led to my decision. But, as I explained in my provisional decision, I've accepted that information in confidence – which our rules allow me to do. So, I won't be providing any further detail on it, beyond the description set out in my provisional findings.

Overall, I remain satisfied it would not be fair or reasonable to require Barclays to refund the disputed transactions in the circumstances of this complaint.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 January 2026.

Eleanor Rippengale
Ombudsman