

## **THE COMPLAINT**

Mr Z complains that Barclays Bank UK PLC (“Barclays”) will not reimburse him money he says he lost when he fell victim to a fraud.

## **WHAT HAPPENED**

On 15 December 2025, I issued a provisional decision not upholding this complaint. I attach a copy of that provisional decision below – both for background information and to (if applicable) supplement my reasons in this final decision. I would invite the parties involved to re-read the provisional decision.

## **RESPONSES TO MY PROVISIONAL DECISION**

Barclays responded and accepted my provisional findings. It does not appear as if Mr Z responded.

## **WHAT I HAVE 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.

Given the position of both parties, I will not be departing from my provisional findings.

## **MY FINAL DECISION**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr Z to accept or reject my decision before 27 January 2026.

## **COPY OF PROVISIONAL DECISION DATED 15 DECEMBER 2025**

I have considered the relevant information about this complaint.

The deadline for both parties to provide any further comments or evidence for me to consider is 29 December 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I do not hear from Mr Z, or if he tells me that he accepts my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

## **THE COMPLAINT**

Mr Z complains that Barclays Bank UK PLC (“Barclays”) will not reimburse him money he says he lost when he fell victim to a fraud.

## **WHAT HAPPENED**

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

On 11 July 2024, Mr Z says that his Barclays debit card would not come out of an ATM he was using. Thereafter, on the same day, the following payment transactions (“the Transactions”) were made using Mr Z’s card:

- £1,299 (Argos retail store)
- £1,299 (Argos retail store)
- £240 (ATM cash withdrawal)

Mr Z says he did not consent to the Transactions. He argues that he could not retrieve his debit card from the ATM machine concerned. Consequently, Mr Z telephoned Barclays to report the alleged fraud and block his card.

Mr Z disputed the above with Barclays. When Barclays refused to reimburse Mr Z, he raised a complaint, which he also referred to our Service.

One of our investigators considered the complaint and upheld it. The investigator, amongst other things, directed Barclays to refund Mr Z the Transactions, apply 8% simple interest and pay Mr Z £50 for the distress and inconvenience caused. Mr Z accepted the investigator’s findings, but Barclays did not. Given Barclays’s position, this matter has been passed to me to make a decision.

## **WHAT I HAVE PROVISIONALLY 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 find that the investigator at first instance was wrong to reach the conclusion she did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

## Key findings

The provider of the ATM in question has provided a still image of CCTV footage showing a person using the ATM at the time of the withdrawal Transaction. Barclays says the person in the still image is Mr Z. Mr Z has provided photos of himself. The investigator at first instance considered the still image and Mr Z's photos and concluded that the person in the still image was not Mr Z. Having considered the image and photos myself, I find it difficult to conclude one way or the other. That is, I cannot be sure Mr Z is the person in the still image, but equally I cannot be sure it is not him.

That said, I find that this complaint fails for other reasons. In my view, there is enough circumstantial evidence in this case which – when taken together – suggests it is more likely than not that either Mr Z made the Transactions himself, or he provided authority to a third-party to do so (potentially the person in the still image – although I make no formal finding on this point). I have reached this conclusion for the reasons set out below.

- I find the behavior of the alleged fraudster to be unusual in case, and not indicative of the typical behavior one would expect from an opportunistic fraudster:
  - The alleged fraudster – according to the technical evidence – did not attempt to check Mr Z's account balance at the ATM before making the Transactions; two of which were for significant amounts. Barclays suggests that this is the behavior of someone who had knowledge of Mr Z's account balance.
  - The fraudster took a significant risk to use a stolen debit card at a well-known retail store – ignoring the dangers of, for example, CCTV.
  - After the Argos Transactions, the fraudster went back to an ATM to make a random £240 cash withdrawal.
  - The fraudster did not check Mr Z's account balance even though they had a second opportunity to do so at the ATM. Instead, they went back to Argos to attempt a £1,099 transaction, which was unsuccessful.
  - I recognise that it could be argued that a fraudster attempted the £1,099 transaction, as it was attempted, from what I can tell, during or after Mr Z was on the telephone to Barclays reporting the alleged fraud. However, I find this pattern of behavior unusual. That is, the alleged fraudster made two significant payments at Argos, then made a £240 cash withdrawal, and then went back to the same Argos to attempt a payment of £1,099; all without checking Mr Z's account balance and taking significant risk.
- Barclays has provided evidence to show that Argos, at the time in question, was selling iPhone Pro Max(s) for £1,299. Barclays has also provided evidence to show that this same iPhone model was registered to Mr Z's mobile banking on 19 July 2024. The suggestion is that one of the £1,299 Argos Transactions was for the iPhone Mr Z registered to his mobile banking only days after the Transactions.
- The investigator challenged Mr Z about the above. Mr Z provided a screenshot of what he purports to be a receipt for an iPhone 15 Pro Max bought on 6 July 2024 for £1,099 (five days before the Transactions). It is worth noting that this is the same amount as the unsuccessful payment transaction attempted on the day in question.

- Having considered this point, I am inclined to accept Barclays's suggestion mentioned above. I find that this is a reasonable inference to draw – particularly when bearing in mind the other points I have set out above.
- £4,315 was credited to Mr Z's account a day before the Transactions. Barclays says that this credit was the largest credit Mr Z's account had received at the time. Barclays suggest that Mr Z's account was credited with this amount so the Transactions could be made.
- Again, I am inclined to accept Barclays's suggestion on this point, which is, to my mind, another reasonable inference to draw.
- I recognise the investigator has suggested that Mr Z's debit card may have been caught by a 'Lebanese loop' device which may have been fitted to the ATM. However, I have not seen any independent evidence to support that such a device was used. Given this and the other points I have set out above, I am unable to agree with the investigator's proposition.

I have weighed all the above points in the balance. Having done so, I am not satisfied that a third-party made the Transactions without Mr Z's consent. I am satisfied, on the balance of probabilities, that either Mr Z made the Transactions himself, or he provided authority to a third-party to do so (potentially the person in the still image – although I make no formal finding on this point). It follows that if it could be argued that Barclays ought to have intervened in any of the Transactions, I am not persuaded this would have made a difference in the circumstances.

In my view, the circumstantial evidence in this case, when taken as a whole, supports the conclusions I have reached.

### **Conclusion**

Taking all the above points together, I do not find that Barclays has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Barclays to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

### **MY PROVISIONAL DECISION**

For the reasons set out above, I am currently minded not to uphold this complaint.

Tony Massiah  
**Ombudsman**