

## The complaint

Mr B complains that Barclays Bank UK Plc trading as Barclaycard have held him liable for payments on his credit card which he says he didn't make or otherwise authorise.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. In June 2025 Mr B reported just over £1,000 of transactions that had taken place on his Barclaycard as not being recognised. The payments in dispute took place throughout the month of May 2025. Over 30 payments were disputed which ranged in value from around £2 up to around £117.

Barclays investigated and held Mr B liable for the payments. They said there wasn't any evidence to suggest that the transactions were carried out by a third party. They also told Mr B that they would be closing his credit card account. Mr B complained, he was unhappy with being held liable for the payments, with having his account closed and was concerned about the impact on his credit file. When Barclays maintained their position, he referred his complaint to our service.

One of our Investigators didn't recommend the complaint should be upheld. In summary she wasn't persuaded that Barclays had acted unfairly in the circumstances. She also noted that Mr B hadn't provided a copy of his credit file to assess what, if any, impact Barclays had had on it. Mr B disagreed with this outcome and asked for an Ombudsman to review his complaint.

## 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 and for similar reasons. I know this will be disappointing for Mr B, so I'll explain why.

Firstly, I clearly wasn't present when the payments in dispute were made. As such, I have to make my finding on balance as to what I think is more likely than not to have happened, taking account of all the available evidence. In this case, I find it difficult to place a great deal of weight on Mr B's testimony evidence as being credible and reliable. I say this because he has said materially different things at different times.

Specifically in an email to our service, in December 2025 Mr B told our Investigator *"To the best of my knowledge, the physical card has never been lost, misplaced or stolen. It has always remained in my possession..."* In a further email around the same time, he also clarified that he told Barclays he believed he had been without his card, because he had seen unexpected transactions.

However in a call he had with Barclays on 10 June 2025 (when making his initial report), he said *"I need to report a missing or stolen Barclaycard"* and later in the call when the agent asked when it was lost his reply included *"It's been a month or so"*. It's on the same call, that the agent goes through some initial payments with Mr B, and when he responded that he didn't recognise them and hadn't used his card in the month of May, he was passed on to the fraud team so an investigation could begin. There were also several calls between Barclays and Mr B in July 2025, in which Mr B again confirms that the card had previously been lost.

Due to Mr B having said different things at different times, I can't place much weight on his assertion that he didn't recognise or have any involvement in the payments being disputed. Set against Mr B's testimony I have the evidence from Barclays which I find to be more reliable. This shows that Mr B's physical card was present for payments with some also being further authenticated by use of the PIN number.

The relevant regulations broadly say that for a payment to be authorised, this requires both authentication and consent of the payer. I'm satisfied by the evidence from Barclays that the payments were correctly authenticated. And I don't think Barclays' conclusion that Mr B more likely than not gave his consent for the payments to be made is unreasonable.

I say this because there is no plausible explanation for how a third party would've ascertained Mr B's PIN number. I've considered all the points Mr B has raised which include merchant terminal tampering, data breaches and similar. But I'm not persuaded any of these are the most likely explanation. As I've said above, I think the payments were correctly authenticated with the card being present. There is no plausible PIN compromise and the nature of the spending, isn't indicative of unauthorised use (a dishonest party will typically seek to maximise their benefit in a short time period). Rather than the relatively low value payments spread across a number of weeks as is seen here. Taking account of all these factors, I don't think Barclays conclusion that Mr B consented to these payments is an unreasonable one. It follows, that I don't think they acted unfairly when holding him liable for the payments he's disputed.

I've also thought about the other points Mr B has raised. These include the impact on his credit file and Barclays' decision to close his credit card account. I've looked at the terms and conditions of Mr B's credit card agreement with Barclays and these do allow for circumstances in which Barclays may close an account. I don't think Barclays acted unfairly or outside the terms in making the decision they did. Our Investigator also asked Mr B for a copy of his credit file to see what, if any, adverse impact there was from any reporting by Barclays. But this was never provided despite Mr B having a fair opportunity to do so. It follows that I don't have evidence to support that he was treated unfairly with regard to Barclays' reporting to the credit reference agencies as it arises from his Barclaycard account with them.

Taking account of all the available evidence and information, I'm not persuaded Barclays have treated Mr B unfairly and I'm not going to require them to do more to resolve this complaint.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 May 2026.

Richard Annandale  
**Ombudsman**