

The complaint

Mr W complains Barclays Bank UK PLC won't refund transactions made from his account which he says he didn't make or authorise.

What happened

Mr W returned from a weekend away abroad to find several transactions had debited his account in the country he'd been in, that he hadn't authorised. He reported the transactions to Barclays as unauthorised.

Barclays looked into the transactions. It said it wouldn't refund them because it thought Mr W had authorised them. Following a complaint, Barclays still refused to refund the transactions. So, Mr W referred his complaint to our service.

An Investigator considered the circumstances. He recommended the complaint was upheld on the basis that Mr W hadn't authorised the transactions and the Personal Identification Number ("PIN") was written down in Mr W's wallet with the card – which wasn't grossly negligent in Mr W's particular circumstances.

Mr W accepted the Investigator's findings, but Barclays did not. It said, in summary, Mr W had logged into his mobile banking from the country he'd been travelling at a time he'd previously said he would have been back in the UK at. And it said there were undisputed transactions made after the disputed ones.

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.

Under the Payment Services Regulations 2017 ("PSRs"), generally, Barclays can hold Mr W responsible for transactions he made or authorised. Or where Mr W has failed with intent or gross negligence to keep his security credentials safe.

I have noted all that Mr W has told us about his vulnerabilities and the impact this has on him. I've not set out the full details of that here as final decisions are published. But I want to reassure Mr W I've taken this into account when considering his complaint.

There appears to be no dispute that Mr W's genuine card and PIN were used to make the disputed transactions and the evidence provided by Barclays supports this.

Mr W says he'd realised his wallet was missing while he was away but says as his expenses were being covered by the friends he was travelling with and he thought it might turn up in

the luggage somewhere, he wasn't concerned about it during the weekend itself. He's told us the PIN was written down, not disguised but not labelled as the PIN. He's told us he must have the PIN written down because his vulnerabilities mean he has trouble remembering it. But when Mr W first contacted Barclays, he told the bank the PIN wasn't disclosed to anyone or written down – so he's been inconsistent about this. Mr W says he didn't use his debit card at all during his weekend away.

Mr W has provided flight information showing he arrived at his destination on 4 October 2024 and returned in the evening of 7 October 2024. But he initially told us he'd arrived back in the UK earlier in the day on 7 October 2024, so he's been inconsistent about this as well. The first disputed transaction took place on 5 October 2024 at 9.55pm in a restaurant.

The next disputed transaction didn't take place until 12.27am on 7 October 2024 at a nightclub. A further six transactions took place in the same venue between 1.18am and 2.50am – including an attempted transaction which was declined due to insufficient funds at 2.13am. I asked Mr W if he, or anyone he was travelling with, had gone to this club or one of a similar type, and he said no one had. Though he did explain the group had been to a restaurant, other clubs and bars, some of which appear to be within walking distance of the nightclub where the card was used, during the evening until about 4.00am or 5.00am.

The two remaining disputed transactions – one to a taxi service and one at the airport – took place at 5.58pm and 6.43pm on 7 October 2024 respectively. Mr W's flight home was scheduled to depart from the same airport at 8.45pm and Mr W confirms this was the flight he returned on. I note Barclays has referred to these transactions as being undisputed, but Mr W has told us he didn't use his card on the trip at all. So, these are also disputed.

Considering the overall pattern of transactions, I find it unusual that someone who'd come into the possession of Mr W's wallet – either by chance or by design - containing his card and PIN used it firstly for a small amount in a restaurant. Then waited more than 24 hours to use it in a nightclub. And then waited a further 15 hours to use it again to, it would seem, take a taxi to the airport at roughly the same time, I think, Mr W would likely have also been making his way to the airport. Then make a final purchase in the same airport Mr W was in, shortly before his flight was due to depart. While there's no such thing as a "typical" fraudster, I don't find on balance this is the use of an unauthorised individual.

If someone had come into the possession of Mr W's card and PIN and having done so, intended to steal money from him, I would expect them to try and take as much money as possible before the card was discovered missing and potentially blocked from use. Rather than leaving very substantial amounts of time between use and then using the card for the types of transactions that seem to coincide with the trip Mr W was on. There also appears to be no balance enquiries, which suggests whoever was using the card was aware of the amount available to spend.

Mr W has also said the country he was in is "an extremely cheap country" and that nothing in that location would cost the amounts that were taken from his account. That may be true, but it doesn't mean the transactions weren't authorised.

Generally, financial businesses should follow their customers' instructions in relation to legitimate payments and, as I've already explained, I've found Mr W did instruct Barclays to make these payments. However, there are some situations in which a bank should reasonably have looked more at their customers' payments before allowing them to proceed. So, I've also considered whether Barclays should have intervened in any of these payments.

As I've set out above, there were substantial periods of time during the disputed use where the card wasn't used. The transactions in the nightclub were larger amounts (ranging from

about £89 to £415) and made in quicker succession over the space of about two and a half hours. However, I don't think – given the overall pattern of the disputed use here – that it ought to have prompted Barclays to intervene. So, I don't think this makes a difference to the outcome of Mr W's complaint.

Overall, I'm not persuaded the disputed transactions have taken place without Mr W's involvement in the circumstances he's described. It's possible that there's further information Mr W doesn't want to disclose because he's concerned about the impact this might have on his complaint. But based on the information I have, I don't intend to require Barclays to refund the disputed transactions.

Responses to my provisional decision

Mr W and Barclays did not respond to my provisional decision by the deadline we set.

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.

As neither party has provided anything further for me to consider, I see no reason to depart from my provisional findings.

I remain satisfied that the disputed transactions were more likely than not authorised. So, I don't require Barclays to refund them.

My final decision

For the reasons I've explained, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 February 2026.

Eleanor Rippengale
Ombudsman