

The complaint

Mr S has complained Barclays Bank UK PLC won't refund £6,000 for a card payment he didn't make.

What happened

Mr S has told us his Barclays debit card was retained by a cash machine. After this happened, he says he transferred money from his current account into his savings account. When he next checked his account, he saw that £6,000 was missing and he reported this to Barclays.

Barclays wasn't convinced Mr S had lost his debit card. Their information showed that someone had changed the PIN on the debit card, made a number of transfers between Mr S's savings and current accounts, then used the debit card for a £6,000 transaction. The following morning the debit card had been used at a cash machine to withdraw £80. Mr S had initially confirmed this was him. Barclays told Mr S they weren't going to refund him.

Mr S brought his complaint to the ombudsman service. Our investigator reviewed the evidence including Barclays' information about Mr S's use of mobile banking around the time of the disputed transaction. Overall she felt it must have been Mr S who authorised the transaction.

Still disappointed, Mr S has asked an ombudsman to consider 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. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr S's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

To help me come to a decision, I've reviewed the evidence Barclays provided as well as what Mr S has told us.

I don't believe these transactions were carried out by anyone else. I say this because:

- Mr S had told Barclays he'd lost his debit card at a specific retailer's cash machine on 14 May 2023. Barclays' evidence shows Mr S making a small contactless purchase at the same retailer at 20:18 that day. I've seen no evidence that Mr S's debit card was retained at a cash machine.
- Barclays' evidence indicates that the transfers between Mr S's current and savings accounts were conducted between 21:11 and 21:27 on 14 May 2023. All these transactions (bar one funds transfer) were completed on Mr S's registered mobile device. During the same time period, there was a balance enquiry and a PIN change on Mr S's debit card at another retailer's cash machine. Mr S denies this was him.
- The online transfer – not conducted on Mr S's mobile banking app – clearly happens in sequence and within four minutes of the preceding mobile banking transfer. I believe this demonstrates co-ordination. This transfer takes place using the same internet service provider and using practically the same IP address. The small difference that does exist would be accounted for by the use of a different device.
- The transaction for £6,000 was carried out using the genuine card as I've seen Barclays' evidence that demonstrates this.
- The following morning Mr S has confirmed he used his debit card to withdraw £80 at a cash machine. This would be impossible if his card had been retained the preceding day. I accept Mr S may be mistaken about using his debit card on the morning of 15 May and merely got confused.
- However I'm still convinced he either made or knew about all the money being transferred from his accounts. These transfers enabled the debit card to be used for a £6,000 payment.

I appreciate Mr S vehemently denies transferring money back into his current account and carrying out the disputed transaction of £6,000. However the fact all these events happen within 20 minutes suggests quite a bit co-ordination. Whilst Mr S may not have actually used his debit card, I believe he was aware that it was being used. I suspect, but can't be sure, Mr S had allowed someone else or was persuaded to allow someone else to use his debit card and then subsequently regretted what had happened.

Overall I'm satisfied there's sufficient evidence to show Mr S authorised these transactions. I won't be asking Barclays to refund him.

My final decision

For the reasons given, my final decision is not to uphold Mr S's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 January 2024.

Sandra Quinn
Ombudsman