

## **The complaint**

Miss P has complained that Barclays Bank UK PLC won't refund transactions she says she didn't make or otherwise authorise.

## **What happened**

Miss P's debit card and PIN were used for a cash withdrawal and several point of sale purchases, totalling around £1,300.

Several days later, Miss P reported the payments. She said she'd lost her card at some point, and she had the PIN written down with it. She later said her PIN was actually written inside her mobile phone case.

Barclays held Miss P liable for the payments in dispute. She came to our service.

Our investigator looked into things independently and didn't uphold the complaint. Miss P didn't agree, so the complaint's been passed to me to decide.

## **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.

Broadly speaking, Barclays can hold Miss P liable for the payments in dispute if the evidence suggests that she authorised them, or if she failed to keep her account safe either intentionally or through acting with gross negligence.

I'm satisfied from Barclays' technical evidence that the payments in dispute used Miss P's genuine card, and the correct PIN. So I can see that these transactions were properly authenticated. The question, then, is whether the evidence suggests that it's most likely Miss P consented to the transactions, or not.

I've thought carefully about how someone might have learned Miss P's PIN. She said she hadn't told anyone her PIN, and no one she knew could or would have done this. Her PIN had last been issued by the bank about four years prior, and it's not likely or plausible that someone could have simply guessed it on the first try. And Miss P hadn't used her PIN for over a month before the disputed payments, so there was no recent opportunity for someone to watch her enter it and then steal the card.

So the only likely or plausible way that someone could've learned Miss P's PIN and made the transactions without her consent is if they used her written record of the PIN. But if that's the case, that would mean Miss P failed to keep her account safe in line with the terms and conditions. It may be that she did this knowingly, or by not taking enough care. But it is widely understood that keeping such a note of the PIN in this way is very risky, since anyone who has the card is then able to use it without further checks.

The only other likely and plausible possibility is that the payments were made by either Miss P or someone she'd given her permission to. This possibility is also supported by the way the card was used. The person who made the payments did not check the balance and appeared to know how much was available before attempting large payments. They also didn't try to use the card afterwards despite a very significant balance remaining, appearing to know when Miss P had reported it lost. The transactions all happened in Miss P's local area. And I've not seen any evidence that makes it seem implausible or unlikely that Miss P could've authorised these payments or given someone else permission to make them. So I'm afraid this does seem to be the most likely possibility.

I do appreciate why Miss P's representative would like to see CCTV footage. Such footage is only kept for about a month as standard. But even if it were still available after all this time, it would've only shown what the person making the transactions looked like. It would not have shown whether they had Miss P's permission or not, nor how they learned the PIN. And as I explained above, based on the evidence it's not likely that the payments were made without Miss P's consent or without her failing to keep her account safe.

In summary, I'm satisfied that Miss P's genuine card and PIN were used. Based on the evidence, the only likely or plausible way these payments were made is if either they were made with Miss P's consent, or if they were made because Miss P failed to keep her account safe intentionally or through gross negligence. And that means Barclays can decline a refund in this case. This is a difficult message for me to give, and I know it's a difficult message for Miss P to receive. But given the evidence I have, and the balance of probabilities, I'm unable to reasonably reach any other conclusion.

### **My final decision**

For the reasons I've explained, I don't uphold Miss P's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 21 November 2023.

Adam Charles  
**Ombudsman**