

The complaint

Mr A has complained that Barclays Bank UK PLC won't refund transactions he says he didn't make or otherwise authorise.

What happened

Mr A's two Barclays debit cards and PINs were used to withdraw £1,100 from cash machines over two days.

Mr A says he lost the cards while out and about, and the withdrawals were made without his consent. He says he wrote his PIN amongst 8 digits on the back of one of the cards.

Barclays held Mr A liable for the payments in dispute. He came to our service.

Our investigator looked into things independently and didn't uphold the complaint. Mr A 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 Mr A liable for the payments in dispute if the evidence suggests that he authorised them, or if he failed to keep his account safe either intentionally or through acting with gross negligence.

I'm satisfied from Barclays' technical evidence that the withdrawals in dispute used Mr A's genuine cards, and the correct PINs. So I can see that these transactions were properly authenticated.

Mr A confirmed that he hadn't told anyone else his PINs. And he didn't make any payments using the PINs in the recent hours before the disputed withdrawals, so there was no opportunity for someone to watch him enter his PINs then steal the cards. And the PINs were separate randomly generated numbers, not numbers that could be plausibly guessed.

As such, in the circumstances of this case there are only two likely and plausible ways that someone could have learned Mr A's PINs and made these payments:

1.) If the payments were made by Mr A or by someone he'd given his permission to. This would mean that the payments were authorised, and so Mr A would be liable for them.

2.) If the person making the payments learned the PINs because Mr A wrote his PIN on his card. If that's the case, that would mean Mr A failed to keep his account safe in line with the terms and conditions. It may be that he did this knowingly, or by not taking enough care. But it is widely understood that keeping a note of the PIN with the card is very risky, since anyone who has the card is then able to use it without further checks. So Mr A would still be liable for the withdrawals in that case, too.

In either case, Barclays would be correct to decline a refund.

Mr A questioned whether someone could've used a card after it was blocked. They could only attempt to unsuccessfully – any payment attempt would be stopped because of the block. But the electronic records would still show me any *attempts* to make payments after the block, and here there were none, despite there being significant funds left over. This is notable, since I'd expect a thief to try to take as much money as possible, and a thief would not have known when Mr A blocked the account.

Mr A also said Barclays should've stopped the withdrawals or sent him a text message. But I don't agree. These withdrawals were made using Mr A's genuine cards, and his correct PINs, in his local area. Barclays didn't have any good reason to stop the payments or notify Mr A – as far as they could see, it looked like it was Mr A who had authorised them. And the starting position in law is that banks are expected to process payments that a customer authorises them to make.

Mr A also made some arguments surrounding a chargeback declaration form. But I'm afraid that the chargeback wasn't really relevant here. Chargebacks can only be successful in certain situations. And since these withdrawals were made using Mr A's genuine cards and the correct PINs, there was no basis on which Barclays could have successfully got them refunded via the chargeback scheme.

Lastly, I appreciate why Mr A would like to see CCTV footage. But such footage is only kept for about a month as standard, so it won't still be available. And 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 Mr A's permission or not, nor whether they'd learned the PIN because of his negligence or not. And as I explained above, based on the evidence it seems unlikely that the payments were made without either Mr A's consent or without him failing to keep his account safe.

In summary, I'm satisfied that Mr A's genuine cards and PINs were used. Based on the evidence, there isn't a likely way that the withdrawals could've been made without Mr A's consent, unless he failed to keep his account safe. That means Barclays can't be held responsible for them, and Mr A is not due a refund. This is a difficult message for me to give, and I know it's a difficult message for Mr A 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 this 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 Mr A to accept or

reject my decision before 8 November 2023.

Adam Charles
Ombudsman