

## **The complaint**

Mr and Mrs G complain Barclay's Bank UK PLC ("Barclays") refuses to refund them for some ATM cash withdrawals they say they didn't authorise.

## **What happened**

Mr and Mrs G says there are three transactions on their account that they don't recognise. All three are ATM cash withdrawals, but Mr and Mrs G are adamant that they don't use outside ATMs to withdraw money. Instead, they usually do over the counter withdrawals at their local post office. So, they argue that these transactions are out of character for them, and they say they didn't make them.

Barclays says the transactions were all chip and PIN transaction, so their genuine card has been used. It also says the correct PIN was used for all the disputed transactions with no evidence of any incorrect PIN attempts. Further, Barclays has highlighted that there were undisputed card transactions before and after the disputed ones, so this would mean someone took their card and then replaced it – which is unlikely. So, Barclays thinks Mr and Mrs G are responsible for the transactions.

Our investigator considered this complaint and decided not to uphold it. Mr and Mrs G were unhappy with this outcome so the complaint has been passed to me for a final decision.

## **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.

Generally speaking, Barclays is required to refund any unauthorised payments made from Mr and Mrs G's account. Mr and Mrs G say these transactions were unauthorised, but Barclays thinks they were authorised. So, my role is to look at all the evidence, and then reach a decision that is fair to both parties. That means I consider Barclays' position as much as I do Mr and Mrs G's. And what Mr and Mrs G is asking for here is for Barclays to use its own funds to pay them back money that they say was taken from their account fraudulently.

Mr and Mrs G say they never take money out from outside ATMs, so these transactions couldn't have been done by them. They also say that they had their debit cards in their possession and have never shared their PIN with anyone else. However, ATM withdrawals require the actual card and PIN. So as Mr and Mrs G say they have always had possession of their card and never shared the PIN, the most likely explanation is that they carried out these transactions themselves.

I've also considered the transactions before and after the disputed cash withdrawals. There are several card payments before and after all three of the disputed transactions which also required the genuine card. So, it seems highly unlikely someone else would've taken one of their debit card on three separate occasions and then replaced it so quickly without Mr and Mrs G realising. And this still doesn't explain how someone else discovered their PIN. In any

event, had someone else managed to get hold of their card and PIN I would've expected to see several transactions in quick succession, and perhaps some incorrect PIN attempts. But there is no evidence to suggest that these transactions were fraudulent, besides from what Mr and Mrs G's have said about never using outside ATMs.

So based on the evidence I've been provided I think it's more likely than not that these transactions were authorised. I appreciate this outcome will come as a disappointment for Mr and Mrs G, but based on the evidence I think this is the only fair outcome.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 17 June 2024.

Sienna Mahboobani  
**Ombudsman**