

The complaint

Mr P complains that Barclays Bank UK Plc (trading as Barclaycard) are holding him liable for credit card transactions that he says he didn't make or otherwise authorise.

What happened

Between 8.30pm on 26 January 2019 and 12.43am on 27 January 2019 there were ten payments made from Mr P's credit card. All the transactions were completed online and were to the same betting provider which I'll refer to as 'S'. The total of these transactions was £1,070.

Mr P says he was asleep in bed at the time of the payments and told Barclays he didn't make or authorise them. Barclays investigated but concluded that no fraud had taken place, they explained the genuine card details had been used to make the payments. And as Mr P hadn't been able to explain how the card details had been compromised, they thought he had authorised the payments.

Barclays also raised a 'chargeback' with S. But S defended this and so it wasn't successful. Mr P complained but Barclays maintained their position so the complaint was referred to our service. One of our investigators looked into it and thought it shouldn't be upheld. He concluded Barclays had acted fairly in the circumstances and didn't recommend that they needed to do more.

As he still disagrees, Mr P has asked for an ombudsman to review 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 agree with our investigator and for essentially the same reasons. So I'm not upholding it and I'll explain why.

Generally speaking Barclays can only hold Mr P liable for the transactions he disputes if the evidence suggests it's more likely than not that he made or authorised them himself.

I'm satisfied by the technical evidence provided by Barclays that Mr P's genuine card and security details were used to make each transaction. But the regulations relevant to this complaint say that is not, on its own, enough to hold Mr P liable. So I've gone on to think about whether the evidence suggests it's more likely than not that Mr P consented to the transactions being made.

From what I've seen, I don't think it's unreasonable for Barclays to conclude that

Mr P authorised the transactions. This is because:

- There is no plausible explanation for how Mr P's card details came to be compromised. He says he had it with him and it has never been lost or stolen.
- There is no explanation for how a fraudster would have known the details required to log into Mr P's account with S.
- S only allows withdrawals from their accounts to go to the same payment method used to credit the account. So there was no potential benefit from the gambling to anyone other than Mr P.
- The IP Address used to make the payments was consistent with non-disputed payments that Mr P made.

So taking everything into consideration, I think it's more likely than not that Mr P consented to the payments. It follows that overall I think they were authorised and that it's therefore fair for Barclays to hold him liable for them.

Further to this I think Barclays handled the chargeback fairly. And in the circumstances of this complaint, I don't think they ought to have done more. If the spending that Mr P disputes has caused him difficulties in repaying his outstanding balance, Mr P should tell Barclays. And in those circumstances I would expect Barclays to treat him positively and sympathetically. But I don't think they need to do anything more to resolve this complaint.

My final decision

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 January 2020.

Richard Annandale
Ombudsman