

## **The complaint**

Mr P has complained Barclays Bank UK PLC won't refund transactions made using his debit card which he didn't make. He's also concerned about how they dealt with his complaint.

## **What happened**

In November and December 2018 a number of gambling transactions were made – totalling £8,400 – using Mr P's Barclays debit card. He complained he'd not made these transactions and wanted them refunded.

Barclays initially agreed to refund £2,000 of this amount but then believed this had been the wrong decision. In a letter to Mr P in August 2019 they offered him £200 for this mistake. By this stage his account has also been closed but Mr P didn't think he'd been told about this.

As he was so concerned about a range of aspects on this complaint, Mr P wrote to Barclays' Chief Executive. He then received a further letter from Barclays to confirm they wished to reinstate the offer of refunding £2,000 which they'd originally made. The offer of £200 compensation for how they'd dealt with his original complaint also continued to stand.

Mr P didn't accept this offer. He brought his complaint to the ombudsman service. He felt that the default should also be removed from his credit record.

Our investigator felt that the evidence showed Mr P had more than likely made the disputed transactions himself. He therefore wouldn't be asking Barclays to refund £8,400. As Barclays offer of £2,200 was way more than he'd have asked them to make for the poor service Mr P had received, he didn't think it would be fair to ask Barclays to do anything further.

Mr P felt he'd been treated unfairly and asked an ombudsman to consider his complaint. He also mentioned he had a further complaint which related to his credit card account.

## **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 conclusion as our investigator. I'll explain why.

I'm not going to cover all the points raised by Mr P. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm also not going to repeat all of what our investigator confirmed in his views of 29 March and 6 April 2020. I will instead concentrate on the key aspects which impact the decision I'm making. I can reassure Mr P that I've considered all his submissions.

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. Again our rules allow me to do this.

### *Disputed transactions*

Mr P has told us that someone else got hold of his debit card and used it to make the gambling transactions he disputes. Unfortunately I don't believe this is what happened.

From reviewing Mr P's statements before those that are disputed, I can see many earlier transactions made to the same gambling company that £6,400 of the disputed transactions were made. These earlier transactions also follow a similar pattern where payments into Mr P's current account provide the financial space to allow the gambling transactions, made with his debit card. It would be unusual for someone using Mr P's debit card to gamble, to also top up the account to allow them to do so.

I've also seen, as well as the pattern fitting Mr P's previous gambling spend, that the transactions were made using the same IP address as Mr P's non-disputed transactions often came from.

The second gambling company – where £2,000 was spent – has also shown their account-holder had all the same personal details as Mr P. This account was opened that day once the other gambling company would allow no further spend. (This only happened after £6,400 was spent).

There's no doubt that fraud does happen and people's debit cards are used without authorisation even for gambling transactions. However the evidence doesn't suggest that's what happened here. I believe Mr P made these transactions himself.

### *Customer service*

There's no doubt Barclays didn't cover themselves in glory when trying to resolve Mr P's complaint. For example they initially miscategorised this as a merchant dispute rather than fraud. They promised to contact him but repeatedly didn't.

However I'm not convinced that Barclays didn't confirm Mr P's account was to be closed or that a default was to be lodged. Barclays are required to meet standards in doing both of these and I've seen nothing to suggest they didn't meet these. Nor do I believe the default isn't a true reflection of the status of Mr P's account.

Regardless of how bad Barclays' service was, there's no scenario where I'd be asking Barclays to pay Mr P more than they've offered him. This is partly because as I've already confirmed I believe Mr P authorised the disputed transactions in the first place.

Barclays has offered to credit £2,000 to his overall debt which will reduce what he owes them. They will also pay him £200 if he confirms where that payment can be made.

I believe this is a fair and reasonable way to deal with Mr P's complaint.

Mr P has mentioned we've not considered a complaint about his credit card. I'm sorry if this has not been made clear to him but his credit card provider is a different corporate entity to Barclays so I can't consider those issues here. He will also need to give his credit card provider an opportunity to resolve the complaint.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 December 2020.

Sandra Quinn  
**Ombudsman**