

The complaint

Mr B is unhappy that Barclays Bank UK PLC hasn't refunded debit card transactions he says he didn't make or otherwise authorise.

What happened

Mr B disputes gambling transactions paid from his account from 6 June 2019 until 23 July 2020, all with the same gambling website, and made using his debit card details.

The individual transactions were low in value, normally £5-10, with several payments made on any given day. The spending was regular; not daily, but with rarely more than a few days before each series of transactions. The total spend runs into several thousands of pounds over the 14-month period. As an example of the typical activity, September saw over £450 spent on the gambling website.

Mr B has confirmed he'd used the gambling website at some point, but perhaps only a couple of times

Mr B contacted Barclays about the transactions on 27 July 2020 to report them as fraudulent. He said he hadn't made them himself or allowed anyone to make them using his card details.

Mr B said that he worked away from home for long periods of time and so hadn't noticed any transactions on his statements, especially as each was low in value.

There was an initial refund of £54 for transactions made in July 2020. Barclays said it'd need more information from Mr B if he wanted to dispute anything further. It says it never received this information, although Mr B says he provided it on 13 February 2021.

Barclays didn't go on to investigate any of the transactions before July 2020 as it didn't receive the information it needed from Mr B.

Mr B brought his complaint to our service as he was unhappy with how Barclays had handled his complaint and because it hadn't refunded the disputed transactions. He felt Barclays should have alerted him to the account activity, given how unusual it was.

One of our investigators looked at what had happened and didn't recommend the complaint be upheld. He couldn't see how an unknown third party could have obtained Mr B's card information and used it on a gambling website that Mr B had used before.

Our investigator did ask if Mr B could think of any time his card details might have become compromised. The only time Mr B could think of was when he lost his card in February 2020. But as the transactions had started months earlier, our investigator felt that wasn't a viable point of compromise.

Mr B didn't accept the investigator's findings and so the complaint has been passed to me.

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.

I'm not upholding Mr B's complaint as I believe it's more likely than not he authorised the payments himself.

Mr B is responsible for any transactions on his account that he authorises. That's confirmed in the Payment Service Regulations 2017 and the terms and conditions of his account. So if the evidence shows it's more likely than not Mr B authorised the transactions he's disputed, then Barclays will have acted fairly and reasonably in holding him responsible for them.

For these transactions to have been made, someone would have needed access to Mr B's card details. They'd also need either his personal details to set up an account with the gambling website, or access to the existing account Mr B had opened himself.

Mr B hasn't been able to offer any explanation as to how an unknown third-party might have obtained all this information. That's not to say it's impossible for fraudsters to obtain these details without a victim knowing but, in the circumstances of this case, I don't consider that to be the more likely than not scenario.

It's evident that Mr B was issued a new card in February 2020, eight months after the gambling spending had started and five months before it was reported. This means that the card that was being used for the spending was cancelled part-way through the disputed spending and the new card was used from that point on. That would then require an unknown fraudster to have obtained two different sets of card details across the 14 months of transactions.

I can see that one card was cancelled on 3 February 2020 and the replacement card was issued on or just after 8 February 2020. There are gambling transactions up to 2 February 2020 followed by a short pause of ten days. The transactions start again on 12 February 2020. This means that for an unknown third-party to have continued with the transactions they'd have had to intercept and obtain the replacement card details almost immediately after the card was issued. I don't find that to be a probable scenario.

I also find it unlikely that Mr B didn't check his statements or account activity at all in the 14 months in which the disputed transactions were being made. I can completely accept that Mr B might work away from home for extended periods, perhaps limiting his ability to check his account. But he did still receive statements and could access his account either in branch or at a cash machine. Given the volume and frequency of transactions, along with the cumulative amount being spent, I consider it unlikely that even a cursory look at account statements or activity wouldn't reveal the gambling transactions. There are simply too many payments to the gambling website for them to be overlooked.

It's reasonable to say that the loss of the card in February 2020 ought to have, and quite probably did, lead to a check of the account. That would be expected, to make sure someone hadn't been using the card fraudulently. And yet no transactions were reported at that time.

Mr B has said how he thinks the bank ought to have alerted him to the account activity. But any consideration around the bank questioning potentially fraudulent transactions falls away given my finding that Mr B more likely than not authorised the payments.

The same is true of any consideration as to whether the bank acted fairly or not in terms of looking at the disputed transactions made before July 2020. I've seen no evidence to suggest Mr B did provide the bank with the information it needed. But, in any case, I've found it was fair and reasonable for the bank to have held him responsible for them and so the result is the same.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 8 July 2022.

Ben Murray
Ombudsman