

The complaint

Mr N has complained Barclays Bank UK PLC won't refund him transactions he didn't make in October 2021. Barclays subsequently closed Mr N's account.

What happened

Mr N had Covid in October 2021. He later noticed £1,300 worth of transactions to a gambling company he'd not made. He complained to Barclays. Barclays reviewed what had happened but felt their evidence showed it was most likely Mr N had made the transactions. They took back £300 which they'd initially reimbursed him. Barclays also gave Mr N a notice to close his account. They asked him to repay the outstanding overdraft.

Mr N brought his complaint to the ombudsman service.

Our investigator also thought it was most likely Mr N had authorised these transactions. Mr N continued to disagree and has asked an ombudsman to consider 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've reached the same outcome as our investigator. I'll explain why.

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.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr N's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves. Other factors do apply but nothing else specific in Mr N's case.

So to help me decide what happened, I've looked at the evidence of the transactions, as well as what Barclays and Mr N have told us.

Mr N doesn't dispute he has a history of regular gambling with different companies over a prolonged period. There are also some transactions made with the same company that Mr N has not disputed.

Overall I believe the evidence shows Mr N authorised the disputed transactions. I say this because:

- The IP address related to these transactions matches an IP address used when Mr N

accesses his mobile banking app. I appreciate Mr N has argued that IP addresses can be tampered with but I have to ask what the gain would be here.

- Just after the disputed transactions, Mr N's account is credited with winnings following gambling with the company where the disputed transactions took place. It's generally accepted that gambling wins get credited back to the same account so again that makes me wonder why an unknown third party would be gambling with Mr N's Barclays debit card.
- Mr N has a history of regular gambling.

I also note Mr N has a history of fraud claims for gambling transactions. Historically Barclays refunded these but from the evidence they obtained about these disputed transactions, I accept why they believed Mr N authorised these transactions/

I'm aware Mr N was ill at the time. But I don't agree that would have prevented him from gambling.

I appreciate Mr N is distressed at Barclays giving him notice of their intention to close his account. I can see it was bad timing as he was away for a prolonged period, but I don't believe they did anything wrong and were able to make the decision they did. Mr N had a large overdraft at the time so I can understand why Barclays would want to minimise Mr N's debt.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 19 December 2022.

Sandra Quinn
Ombudsman