

The complaint

Mr M complains that Barclays Bank UK PLC has not refunded him for payments he says he did not authorise.

What happened

Mr M holds a current account with Barclays. Between 26 March 2020 and 19 June 2020 a series of payments were made from Mr M's account to various gambling websites. On 15 July 2020 Mr M contacted Barclays to say that he had not made these payments himself.

Barclays considered what Mr M had said, but did not agree that there was any evidence to show that the payments were fraudulent. It thought Mr M had made the payments himself – or otherwise allowed them to be made – so it did not agree to refund the payments to him.

In March 2022 more payments were made from Mr M's account to a gambling website. Mr M contacted Barclays to say that he had not made these payments. Initially, Barclays refunded the money to him while it investigated his concerns. But on looking into what had happened Barclays once again determined that there was no evidence these payments were fraudulent, so it re-debited the amounts from Mr M's account.

Mr M was unhappy with what Barclays had done regarding both his fraud claim in 2020 and in 2022. But Barclays did not think it had done anything wrong, it maintained that the evidence showed that Mr M had likely authorised the payments himself or allowed them to be made.

Mr M disagreed, so he referred his complaint to our service. He says that at least some of the payments were made from the UK, and he lives overseas and has not been back to the UK in some time. Mr M also says that one of the websites used is blocked in the country he lives in, so he says he could not have made the payments himself.

One of our Investigators looked into what had happened. Overall, they felt that Barclays had been reasonable to hold Mr M liable for the payments.

Mr M did not agree, so this case has been passed to me for review.

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 and for the same reasons.

The relevant law here is the Payment Services Regulations 2017, and broadly speaking Mr M is responsible for any payments that he has authorised (either by making them himself or allowing someone else to) and he isn't responsible for unauthorised payments. So, the

key question here is whether Barclays has acted fairly in concluding that Mr M did authorise the disputed payments.

I'm satisfied from the bank's technical evidence that Mr M's genuine card details were used to make the disputed transactions. But the regulations relevant to this case say that is not, on its own, enough to enable Barclays to hold him liable. So I also need to think about whether the evidence suggests that it's more likely than not that Mr M consented to the payments being made.

From what I've seen, I don't think it's unreasonable for Barclays to conclude that Mr M authorised the transactions.

I say this because Barclays has provided evidence to show that disputed payments from 2020 were made from the country where Mr M lives using his card details. During that period the evidence also shows that Mr M was regularly logging into online banking, and from the same IP address as the disputed payments were made from. So a fraudster would have to not only have access to Mr M's card details, but also to his online banking details. And no plausible explanation has been provided as to how those details could have been compromised.

Disputed payments in 2022 do appear to have been made from the UK, but that is not enough, on its own, to make me think that Mr M did not authorise these payments given the other evidence I've seen. Specifically, I note that prior to the period of disputed payments in 2022 Mr M had made some smaller transactions to the same gambling website, and had winnings from that website deposited into his account.

I also note that, as per the final response letter Barclays sent to Mr M in April 2022, the gambling website involved here has told Barclays that Mr M's personal details were used to open the gambling account. And in any case, a fraudster using stolen card details for gambling would be very unusual, particularly when it is general practice for gambling retailers to require that any winnings are paid back into the account the gambling was funded from. So it's difficult to see how a fraudster would benefit here.

I appreciate that Mr M has said online gambling is illegal in the country where he lives, but I've not seen anything to make me think that it would be impossible to access gambling sites for that country. And I'm satisfied from the evidence I've seen that, on balance, it's more likely that Mr M authorised the disputed payments. It follows that Barclays is entitled to hold him liable for them.

I know this will be very disappointing for Mr M, but I hope he will understand the reasons for my decision.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 August 2023.

Sophie Mitchell
Ombudsman