

The complaint

Mr T complains Barclays Bank UK PLC unfairly added his details to a fraud database.

What happened

Mr T says his mobile glitched and paid money to a betting app installed on his phone.

Mr T contacted Barclays and asked it to raise a chargeback, he hadn't authorised the payment. Barclays raised the chargeback but took some time to apply the temporary refund to Mr T's account.

The chargeback wasn't successful, and Barclays took back the temporary refund, putting Mr T's account overdrawn. Barclays then closed Mr T's account and loaded his details to a fraud marker database.

Mr T complained and Barclays said it hadn't made a mistake loading Mr T's details to a fraud database, so it wouldn't be removing them. Barclays said it hadn't made a mistake in closing Mr T's account, and he could pay off the outstanding amount in a branch.

Mr T brought his complaint to this service and an investigator looked into things but didn't think Mr T's complaint should be upheld.

The investigator was satisfied some input was needed from Mr T to pay money to the gambling company, it couldn't have been done while his phone was in his pocket.

The investigator said Mr T had put money in his bank account, from savings, a few minutes prior to the bet being placed, so overall the investigator was satisfied Mr T placed the bet. Since it was likely Mr T placed the bet, the fraud marker loading was fair.

And the investigator didn't think any delay in the temporary credit affected Mr T, Barclays was allowed to close his account without notice and hadn't applied any charges or interest.

The investigator also thought it was fair for Barclays to ask him to go to branch.

Mr T disagreed and asked for the evidence the gambling company had sent Barclays, and then been shared with this service. Mr T maintained he hadn't authorised the payment, it was a technical issue.

Mr T asked for an ombudsman to decide things.

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.

Mr T's been loaded to a fraud database for a fraudulent claim – chargeback.

There's no dispute Mr T's chargeback claim failed, but this on its own isn't enough for Barclays to fairly load Mr T's details to a fraud database.

Barclays has to show, to a high evidential bar, Mr T raised this chargeback as a payment he didn't authorise, but knew it was one he had authorised.

Mr T says his betting app malfunctioned and placed a bet without any input from him. I think this is very unlikely. Mr T's sent in the bet he says was placed, but the betting company's sent in more information about the bet.

Mr T was debited just under £1,000, and the screenshot of the bet he's sent in is for over £1,000. The betting company says the amount Mr T was debited was placed on a winning bet, and Mr T got back just over £1,000. This money was then bet again, and lost.

The betting company also says to make a card payment Mr T would need to enter the expiry date of his card. It also seems a balance has to be funded first, before a bet can be placed.

For me to accept Mr T's betting app malfunctioned I'd have to accept it entered the expiry date of Mr T's card correctly, added money to his balance, placed a bet, won, placed a second bet then lost.

I don't think this is possible. And Mr T had sent money to his bank prior to the money being debited. Mr T rarely holds the amount he bet in his account, I think it's more likely Mr T moved this money in anticipation of placing the bet.

I think Barclays has reached the high evidential bar needed to say Mr T carried this transaction out. And having carried the transaction out, Mr T then behaved fraudulently by claiming he hadn't made the payment and asking for the money to be returned to him.

Mr T says the fraud marker is having a serious impact on him, and I accept this is very likely the case. It's because of this serious impact Barclays has to prove, almost beyond doubt, Mr T made this card payment. I think it has proved this.

Mr T says he wasn't given a temporary credit until a while after he raised the chargeback. But I don't think Mr T was entitled to raise the chargeback, or receive a refund, even a temporary one, so any inconvenience here is because of Mr T's actions.

Mr T says Barclays closed his account without warning. Barclays' terms say it can close an account, even a basic one, without notice if the account holder acts fraudulently. I'm satisfied Mr T acted fraudulently, so I think Barclays was fair to close his account without notice.

The temporary credit Barclays gave Mr T was taken back, and Mr T's account went overdrawn. Mr T's asked how he can pay this off, and Barclays has told him to visit a branch.

Mr T says his closest branch is some way away, so it's not fair for Barclays to make him travel so far.

In the circumstances, I think Barclays is fair in asking Mr T to go to a branch. Barclays hasn't applied any interest or charges but can't accept payments over the phone or direct from a debt advice company, because of the type of account Mr T had.

Barclays' response seems fair, Mr T held a basic account and it shouldn't be placed overdrawn. But because I think Mr T authorised these card payments, and then received a

refund for them, it's fair for Barclays to take this money back.

So, the overdrawn balance is fair, and how Barclays asks Mr T to repay it is a choice for it to make, I don't think it's treated Mr T unfairly here.

And I don't think Barclays has treated Mr T unfairly by loading his details to a fraud database. Barclays thinks Mr T carried out the transaction then fraudulently claimed he didn't, and I agree.

Since I think Barclays was right to load Mr T's details to a fraud database, I won't be asking it to remove his details or do anything to resolve this complaint.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 23 September 2025.

Chris Russ
Ombudsman