

## **complaint**

Mr C complains that Barclays Bank plc will not refund a number of card transactions which he says he neither made nor authorised.

## **background**

A number of disputed transactions were made on Mr C's credit card account. They included point of sale payments (that is, at shops and petrol stations), online gambling and subscriptions and payments for goods and services delivered to Mr C's home. They continued for several months.

Mr C's account had an additional cardholder – who is bringing this complaint on his behalf.

Both cards were used to make the disputed payments. However, during the period of the disputed transactions, neither Mr C nor the additional cardholder was staying at their home address. In fact, they were not in a position to use the cards at all.

Barclays accepted that Mr C did not personally make the disputed payments; neither did the additional cardholder. It concluded though that whoever did use the cards did so with Mr C's agreement. It was not prepared therefore to refund the transactions. Our adjudicator agreed with the bank, but Mr C (through the additional cardholder) didn't accept that and asked that the matter be reviewed by an ombudsman.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, however, I agree with the adjudicator's conclusions.

I accept that Mr C could not have carried out the disputed transactions, and neither could the additional cardholder. I note as well that some of the transactions were card not present payments (that is, they were made using the card details, rather than one of the physical cards linked to the account). But I think it is reasonable to assume that the transactions made with the cards (that is, the retail payments) were made by the same person who was using the cards.

I understand that, when the additional cardholder returned home, the cards were not missing. The bank's records indicate that, where the physical cards were used, they were the genuine cards – rather than copies or 'clones'. And I note as well that the person using the cards does not appear to have been concerned about hiding that fact. They had goods delivered to Mr C's home address, used services which could be easily traced and made payments at petrol stations (which are generally covered by CCTV).

All of this indicates to me that the person using the card was not just known to Mr C but had his authority to use the account. In all the circumstances I don't think it would be fair to require the bank to make a refund.

**my final decision**

My final decision is that I do not believe that Barclays has treated Mr C unfairly.

Michael Ingram  
**ombudsman**